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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CF CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address
222-1092

City State Zip Phone

CORPORATION(S) NAME

~~EFFICIENT DATE~~
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TALLAHASSEE, FLORIDA
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West Coast Insulation of Central Florida, Inc.
merging into:
United Subcontractors, Inc.

- Profit
- NonProfit
- Limited Liability Co.
- Foreign
- Limited Partnership
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

WEST COAST INSULATION OF CENTRAL FLORIDA, INC., a Florida corp.
H07446

into

UNITED SUBCONTRACTORS, INC., an Utah corporation F98000001107

File date: February 26, 1998 , effective March 1, 1998

Corporate Specialist: Annette Hogan

EFFECTIVE DATE
3/1/98

ARTICLES OF MERGER

OF

WEST COAST INSULATION OF CENTRAL FLORIDA, INC.
(a Florida Corporation)

WITH AND INTO

UNITED SUBCONTRACTORS, INC.
(a Utah Corporation)

The undersigned entities hereby execute the following Articles of Merger:

ARTICLE ONE - MERGER

The names of the entities to merge (the "*Merging Entities*") and the laws under which they are organized are **West Coast Insulation of Central Florida, Inc.**, a Florida Corporation, and **United Subcontractors, Inc.**, a Utah Corporation.

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TALLAHASSEE, FLORIDA

ARTICLE TWO - PLAN OF MERGER

Attached hereto as Exhibit A is a copy of the Agreement and Plan of Merger by and between the Merging Entities, dated as of February 20, 1998, adopted in the manner prescribed by the laws of the State of Utah and the State of Florida.

ARTICLE THREE - SURVIVING ENTITY

The surviving entity shall be **United Subcontractors, Inc.**, a Utah corporation, which shall continue to be governed by the laws of the State of Utah. The principal place of business for the surviving corporation shall be 5 Triad Center, #750, 55 North 300 West, Salt Lake City, Utah, 84180.

ARTICLE FOUR - ARTICLES OF INCORPORATION

The Articles of Incorporation and Bylaws of **United Subcontractors, Inc.**, a Utah corporation, which is surviving the merger, shall be the Articles of Incorporation and Bylaws of the surviving corporation. The registered agent shall continue to be David K. Lauritzen, Ray, Quinney & Nebeker, 79 South Main, Salt Lake City, Utah, 84111.

ARTICLE FIVE - STOCK OWNERSHIP

As to each of the Merging Entities, the number of shares outstanding, the number of shares entitled to vote, and the designation of shares entitled to vote as a class, are as follows:

<u>Name of Entity and Class of Shares</u>	<u>Total Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>	<u>Designation of Shares Entitled to Vote as a Class</u>
West Coast Insulation of Central Florida, Inc. <i>Common</i>	1,000	1,000	None
United Subcontractors, Inc. <i>Common</i>	None	None	None

ARTICLE SIX - SHAREHOLDER VOTE

As to each of the Merging Entities, the number of shares voted for and against the Agreement of Merger, respectively, are as follows:

<u>Name of Entity and Class of Shares</u>	<u>Number of Shares Voted for Agreement</u>	<u>Number of Shares Voted Against</u>
West Coast Insulation of Central Florida, Inc. <i>Common</i>	1,000	None
United Subcontractors, Inc. <i>Common</i>	None	None

ARTICLE SEVEN - EFFECTIVE DATE

The effective date of the merger shall be the close of business on March 1, 1998.

ARTICLE EIGHT - COMPLIANCE WITH LAWS

The Merging Entities have complied with all provisions of the laws of the jurisdictions in which the Merging Entities were organized and which are applicable to the proposed merger.

IN WITNESS WHEREOF the undersigned, being thereunto duly authorized, have executed these Articles of Merger on behalf of the Merging Entities as of this 20 day of February, 1998.

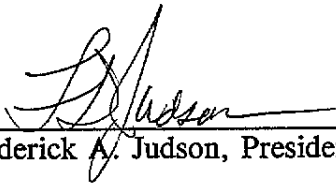
UNITED SUBCONTRACTORS, INC.

Attest:



Rebecca Phillips, Secretary

By:



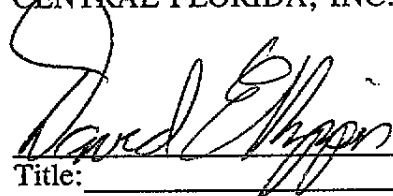
Frederick A. Judson, President

Attest:



Secretary

WEST COAST INSULATION OF
CENTRAL FLORIDA, INC.



Title: _____

EXHIBIT A

PLAN AND AGREEMENT OF MERGER

BETWEEN

UNITED SUBCONTRACTORS, INC.
(a Utah corporation)

AND

WEST COAST INSULATION OF CENTRAL FLORIDA, INC.
(a Florida corporation)

This PLAN AND AGREEMENT OF MERGER (the "**Agreement of Merger**") is made and entered into as of the 20 day of February, 1998, by and between United Subcontractors, Inc., a Utah corporation (herein sometimes referred to as "**USI**" or the "**Surviving Corporation**"), and West Coast Insulation of Central Florida, Inc., Florida corporation (the "**Target Company**"; USI and Target Company being sometimes referred to jointly as the "**Merging Corporations**").

RECITALS:

1. USI is a corporation organized and existing under the laws of the State of Utah, with its registered office located in Salt Lake City, Utah, its registered agent in charge thereof being David K. Lauritzen, and its principal place of business located in Salt Lake City, Utah.

2. The total number of shares of stock which USI has authority to issue is (i) 10,000,000 shares of Class A Voting Common Stock, \$.01 par value per share ("**Class A Voting Stock**"), of which no shares are issued and outstanding on the date hereof, and (ii) 1,000,000 shares of Class B Non-Voting Common Stock, \$.01 par value per share ("**Class B Non-Voting Stock**"), of which no shares are issued and outstanding on the date hereof. The Class A Voting Stock and the Class B Non-Voting Stock of USI are hereinafter referred to as the "**USI Common Stock**."

3. Target Company is a corporation organized and existing under the laws of the State of Florida, with its principal place of business located in 3218 Marion Street, Fort Myers, Florida 33916.

4. The aggregate number of shares which Target Company has authority to issue is 1000 shares of Common Stock, \$1.00 par value per share ("**Target Company Common Stock**"), of which 1000 shares were issued and outstanding on March 1, 1998, and with respect to which options ("**Options**") to acquire no additional shares.

5. The board of directors of each of the Merging Corporations deems it advisable that Target Company be merged with and into USI upon the terms and subject to the conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the States of Utah and Florida, which permit such merger.

AGREEMENT:

In consideration of the foregoing recitals and of the agreements, covenants and provisions hereinafter contained, USI and the Target Company, by their respective boards of directors, have agreed and do hereby agree, each with the other as follows:

ARTICLE I MERGER

The Target Company and USI shall be merged into a single corporation, in accordance with the applicable provisions of the laws of the State of Utah and of the State of Florida, by Target Company merging into USI, which shall be the Surviving Corporation (the "Merger"). The Merger is intended to qualify as a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended.

ARTICLE II EFFECT OF MERGER

Upon the Merger becoming effective (the "Effective Time") as provided under the applicable laws of the State of Utah:

2.1 The two Merging Corporations shall be a single corporation, which shall be USI as the Surviving Corporation, and the separate existence of Target Company shall cease, except to the extent provided by the laws of the State of Florida in the case of a corporation after its merger into another corporation.

2.2 USI shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, as well of a public as of a private nature, of each of the Merging Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of, or belonging to, or due to each of the Merging Corporations, shall be taken and deemed to be vested in the Surviving Corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Merging Corporations shall not revert or be in any way impaired by reason of the Merger.

2.3 USI shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Merging Corporations; and any claim existing or action or proceeding pending by or against either of the Merging Corporations may be prosecuted to judgment as if

the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Merging Corporations shall be impaired by the Merger.

2.4 The aggregate amount of the net assets of the Merging Corporations which was available for the payment of dividends immediately prior to the Merger, to the extent that the value thereof is not transferred to stated capital by the issuance of shares or otherwise, shall continue to be available for the payment of dividends by the Surviving Corporation.

2.5 The Bylaws of USI as existing and constituted immediately prior to the Effective Time shall be and constitute the Bylaws of the Surviving Corporation.

2.6 The board of directors, and the members thereof, and the officers of USI immediately prior to the Effective Time shall be and constitute the board of directors, and the members thereof, and the officers of the Surviving Corporation.

ARTICLE III CERTIFICATE OF INCORPORATION

The Articles of Incorporation of USI shall not be amended in any respect by reason of this Agreement of Merger, and such Articles of Incorporation as in effect at the Effective Time of the Merger shall constitute the Articles of Incorporation of the Surviving Corporation until further amended in the manner provided by law.

ARTICLE IV CONVERSION OF SHARES

The manner and basis of converting the shares of the Merging Corporations shall be as follows:

4.1 USI Common Stock. All shares of USI Common Stock which are outstanding immediately prior to the Merger shall continue to be outstanding immediately after the Merger.

4.2 Conversion of Target Company Common Stock. Each share of Target Company Common Stock which is outstanding immediately prior to the Effective Time (of which there shall be no more than 1000 shares fully diluted and assuming all Options have been exercised), and all rights in respect thereof, shall be converted, ipso facto, and without any action on the part of the holder thereof, at the Effective Time, into the right to receive 22.33 shares of USI Class A Voting Stock (the "**Conversion Ratio**").

4.3 Adjustments for USI Dilution. If prior to the Effective Time, USI shall declare a stock dividend or distribution upon or subdivide, split up, reclassify or combine the Class A Voting Stock, or declare a dividend, or make a distribution on the Class A Voting Stock

in any security convertible into Class A Voting Stock, as of a record date prior to the Effective Time, appropriate adjustment or adjustments (rounded to four digits to the right of the decimal point) will be made to the Conversion Ratio and the total number of shares of Class A Voting Stock to be issued in the transaction so as to maintain the proportional interest in Class A Voting Stock which the shareholders of Target Company would otherwise have received.

4.4 Surrender of Certificates. After the Effective Time, each holder of shares of Target Company Common Stock outstanding immediately prior to the Effective Time shall, upon surrender for cancellation of a certificate or certificates representing such shares to USI or its agent designated for such purpose, be entitled to receive (i) a certificate or certificates representing the number of shares of Class A Voting Stock into which such shares of Target Company Common Stock shall have been converted pursuant to Section 4.2, above, and (ii) cash in the amount and as determined pursuant to Section 4.5, below. Until so surrendered, the certificates which prior to the Merger represented shares of Target Company Common Stock shall be deemed, for all corporate purposes, to evidence ownership of the shares of Class A Voting Stock into which such shares of Target Company Common Stock shall have been converted and the right to receive the cash payment provided in this Article IV; provided, however, that (a) no dividends with respect to shares of Target Company Common Stock so converted to Class A Voting Stock shall be paid until the holder shall have surrendered certificates therefor, at which time the holder shall be paid the amount of dividends, if any, without interest, which shall theretofore have become payable with respect to the shares of Class A Voting Stock into which such shares shall have been converted, and (b) no interest shall accrue or be payable with respect to the amount of cash into which such shares shall have been converted. If any certificate for shares of Class A Voting Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, and that the person requesting such exchange pay to USI or its agent designated for such purposes any transfer or other taxes required by reason of the issuance of a certificate for shares of Class A Voting Stock in any name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of USI or its agent that such tax has been paid or is not payable.

4.5 Fractional Shares. No fractional shares of Class A Voting Stock shall be issued in the Merger but, in lieu of any such fractional shares, each holder of shares of Target Company Common Stock who would otherwise have been entitled to a fraction of a share of Class A Voting Stock upon surrender of stock certificates as provided in Section 4.4, above, will, upon such surrender, be paid an amount of cash (without interest) determined by multiplying \$77.29 by the fractional share interest in Class A Voting Stock to which the holder would otherwise be entitled.

ARTICLE V SUBSEQUENT ACTIONS

If, at any time after the Effective Time, USI shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or

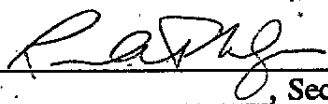
desirable to vest, perfect or confirm of record or otherwise in USI its right, title or interest in, to or under any of the rights, properties or assets of Target Company acquired or to be acquired by USI as a result of, or in connection with, the Merger or otherwise to carry out this Agreement of Merger, the officers and directors of USI shall be authorized to execute and deliver, in the name and on behalf of Target Company or otherwise, all such deeds, bills of sale, assignments and assurances, and to make and do, in the name and on behalf of Target Company or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any right, title and interest in, to and under such rights, properties or assets in USI or otherwise to carry out this Agreement of Merger.

ARTICLE VI
SHAREHOLDER AND STOCKHOLDER VOTE

This Agreement of Merger need not be submitted to the shareholders of USI in accordance with the provisions of Section 16-10a-1103(7) of the Utah Revised Business Corporations Act. This Agreement of Merger shall be submitted to the shareholders of Target Company, as provided by law, and shall take effect, and be deemed and be taken to be the Plan and Agreement of Merger of such corporations upon the approval or adoption thereof by the shareholders of Target Company in accordance with the requirements of the laws of the States of Utah and Florida, and upon the execution, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the Merger under the provisions of the applicable statutes of the States of Utah and Florida, as heretofore amended and supplemented.

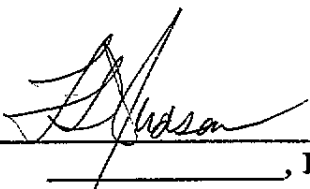
IN WITNESS WHEREOF, USI and Target Company, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors, have each caused this Agreement of Merger to be executed by their respective President and attested by their respective Secretary.

Attest:



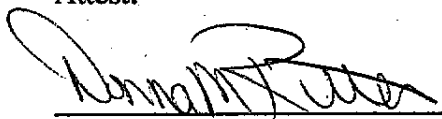
Secretary

UNITED SUBCONTRACTORS, INC.

By: 

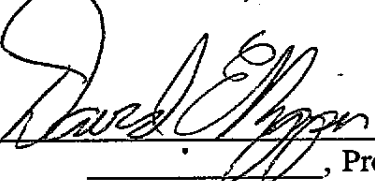
President

Attest:



Secretary

WEST COAST INSULATION OF
CENTRAL FLORIDA, INC.

By: 

President