

P00000072138

Florida Department of State
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MERGER OR SHARE EXCHANGE

SBA CONSTRUCTION SERVICES, INC.

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TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
Merger Sheet

MERGING:

US CONSTRUCTION GROUP, INC., a Washington corporation, not qualified in
Florida

INTO

SBA CONSTRUCTION SERVICES, INC. which changed its name to

US CONSTRUCTION GROUP, INC., a Florida entity, P0000072138

File date: November 13, 2000

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER

OF

US CONSTRUCTION GROUP, INC.
(a Washington corporation)

WITH AND INTO

SBA CONSTRUCTION SERVICES, INC.
(a Florida corporation)FILED
00 NOV 13 PM 4:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 and 607.1107 of the Florida Business Corporation Act, the undersigned corporations do hereby adopt and the surviving corporation delivers for filing the following Articles of Merger:

1. The name and state of each of the constituent corporations participating in the merger are:
 - (a) US Construction Group, Inc., a Washington corporation (the "Merging Corporation"); and
 - (b) SBA Construction Services, Inc., a Florida corporation (the "Surviving Corporation").

2. The Articles of Incorporation of the Surviving Corporation are to be amended and changed by reason of the merger herein certified by striking out ARTICLE I thereof, relating to the name of said surviving corporation, and by substituting in lieu thereof the following:

"ARTICLE I

The name of the corporation shall be: US Construction Group, Inc."

and said Articles of Incorporation as so amended and changed shall continue to be the Articles of Incorporation of said surviving corporation until further amended and changed in accordance with the provisions of the Florida Business Corporation Act.

3. The date of the amendment's adoption is September 13, 2000.

4. The Plan of Merger is set forth as Exhibit A attached hereto, and is incorporated herein by reference.

5. The Board of Directors and the shareholder of the Merging Corporation approved the merger on September 13, 2000.

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- 6. The Board of Directors and the sole shareholder of the Surviving Corporation approved the merger and the amendment to the Articles of Incorporation on September ~~24~~ 17, 2000.
- 3. The effective date of the merger shall be upon the filing of the Articles of Merger with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, each constituent corporation has caused these Articles of Merger to be signed by each such corporation's duly authorized officer, as of the ~~24~~ 24 day of September, 2000.

US CONSTRUCTION GROUP, INC., a Washington corporation

By: William Odell
 Name: William O'Dell
 Title: President

SBA CONSTRUCTION SERVICES, INC., a Florida corporation

By: [Signature]
 Name: John Marino
 Title: Chief Financial Officer

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Exhibit A**PLAN OF MERGER**

This PLAN OF MERGER ("Plan of Merger") is made pursuant to an Agreement and Plan of Merger, dated as of August 4, 2000 (the "Merger Agreement"), by and among SBA Communications Corporation, a Florida corporation ("Parent"), SBA Construction Services, Inc. a Florida corporation ("Subsidiary"), US Construction Group, Inc., a Washington corporation ("USCG"), and William O'Dell (the "Shareholder"). Capitalized terms used but not otherwise defined in the Plan of Merger shall have the meanings set forth in the Merger Agreement.

1. The executed Merger Agreement is on file at the principal place of business of the Subsidiary, at One Town Center Road, 3rd Floor, Boca Raton, Florida 33486 and at the principal place of business of USCG at 2911 1/2 Hewitt Avenue, #2, Everett, Washington 98201.

2. The name and state of each of the constituent corporations participating in the Merger are:

- (a) SBA Construction Services, Inc., a Florida corporation
- (b) US Construction Group, Inc., a Washington corporation

3. The name of the surviving corporation is SBA Construction Services, Inc., which will change its name to US Construction Group, Inc. at the time of the Merger (the "Surviving Corporation").

4. The terms and conditions of the Merger are as follows:

(a) The Merger shall, from and after the Effective Date, have all the effects provided by the Florida Business Corporation Act. If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further deeds, conveyances, assignments or assurances in law or any other acts are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of Subsidiary or USCG (the "Constituent Corporations") to be vested in the Surviving Corporation, by reason of, or as a result of, the Merger, or otherwise to carry out the purposes of the Merger Agreement, the Constituent Corporations agree that the Surviving Corporation and its proper officers and directors shall execute and deliver all such deeds, conveyances, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of the Merger Agreement, and that

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the proper officers and directors of the Surviving Corporation are fully authorized in the name of each of the Constituent Corporations or otherwise to take any and all such action.

(b) The Articles of Incorporation of Subsidiary as in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation, except that upon filing of the Articles of Merger with the Secretary of State of the State of Florida the name of the Surviving Corporation shall be changed to US Construction Group, Inc.

(c) The Bylaws of Subsidiary as in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation, until thereafter changed or amended as provided therein or by applicable law.

(d) The directors and officers of Subsidiary immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, in each case, until the earlier of their respective resignations or the time that their respective successors are duly elected or appointed and qualified.

5. The consideration for the Shareholders to enter into the Contemplated Transactions shall be as follows:

(a) By virtue of the Merger and without any action on the part of the Shareholder, all of the Shares then issued and outstanding shall be converted into, and become exchangeable for, shares of Parent Common Stock as follows:

(i) Subject to Section 8.14 of the Merger Agreement, on the Closing Date, a number of shares of Parent Common Stock equal to One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00), divided by the average closing price of the Parent Common Stock on the NASDAQ NM for the five (5) trading days immediately preceding the Closing Date (the "Non-Pledged Conversion Shares");

(ii) On the Closing Date, a number of shares of Parent Common Stock equal to Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00), divided by the average closing price of the Parent Common Stock on the NASDAQ NM for the five (5) trading days immediately preceding the Closing Date (the "Pledged Conversion Shares")(the Non-Pledged Conversion Shares and the Pledged Conversion Shares are sometimes hereinafter referred to collectively as the "Conversion Shares"); provided, however, that the Pledged Conversion Shares shall be pledged to Parent and Subsidiary as provided in the Merger Agreement and, subject to Section 7.1(d)(ii) and Section 11.5 of the Merger Agreement, in the event the First Year EBITDA is greater than Five Hundred Thousand and No 100 Dollars (\$500,000.00), within ninety (90) days following December 31, 2001 (the "Release Date"), shall be released by Parent and Subsidiary to the Shareholder in the following amount (the "Released Shares"):

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(A) in the event the First Year EBITDA is greater than Five Hundred Thousand and No/100 Dollars (\$500,000.00) but equal to or less than Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), Parent and Subsidiary shall release to the Shareholder a number of the Pledged Conversion Shares equal to One Million and No/100 Dollars (\$1,000,000.00), divided by the average closing price of the Parent Common Stock on the NASDAQ NM for the five (5) trading days immediately preceding the Release Date; or

(B) in the event the First Year EBITDA is greater than Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) but equal to or less than One Million and No/100 Dollars (\$1,000,000.00), Parent and Subsidiary shall release to the Shareholder a number of the Pledged Conversion Shares equal to One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), divided by the average closing price of the Parent Common Stock on the NASDAQ NM for the five (5) trading days immediately preceding the Release Date; or

(C) in the event the First Year EBITDA is greater than One Million and No/100 Dollars (\$1,000,000.00), Parent and Subsidiary shall release to the Shareholder a number of the Pledged Conversion Shares equal to Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00), divided by the average closing price of the Parent Common Stock on the NASDAQ NM for the five (5) trading days immediately preceding the Release Date.

(b) Any Pledged Conversion Shares not released to Shareholder in accordance with Section 3.1(a) of the Merger Agreement shall be transferred to and owned by Parent, the Shareholder shall take such actions as are necessary to transfer such Pledged Conversion Shares to Parent, and the Shareholder shall have no further rights to such Pledged Conversion Shares.

(c) In the event any of the foregoing calculations result in fractional Non-Pledged Conversion Shares, Pledged Conversion Shares or Release Shares, such fractional shares shall not be issued or released to Shareholder and the portion of the payment due that would be represented thereby shall be paid by Parent by cashiers' check, attorneys' or trust account check to the Shareholder within five (5) business days following the date such payment was otherwise due to the Shareholder under the Merger Agreement.

(d) Shareholder agrees to transfer the Conversion Shares in accordance with Rule 145 promulgated by the SEC under the 1933 Act. Parent may, unless a registration statement is in effect covering the resale of such Conversion Shares by Shareholder, place stop transfer orders with its transfer agents with respect to such certificates in accordance with federal securities laws. Conversion Shares delivered to Shareholder pursuant to the Merger Agreement shall have the following legend imprinted thereon:

"The securities represented by this certificate are subject to the provisions of Rule 145 promulgated under the Securities Act of 1933, as amended (the "Act") and may not be sold, transferred or otherwise disposed of by the holder except (a) pursuant to an effective registration statement filed under the Act and in compliance with

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applicable securities laws of any state with respect thereto, (b) in accordance with Rule 145(d) under the Act, or (c) in accordance with an opinion of counsel in form and substance satisfactory to the issuer than an exemption from such registration is available."

6. Exchange of USCG Certificates.

(a) Subject to Section 3.5 of the Merger Agreement, from and after the Effective Time, Shareholder shall be entitled to receive in exchange for surrendering to Parent his certificates which, immediately prior to the Effective Time, represented the Shares (the "USCG Certificates"), certificates representing the Conversion Shares described above.

(b) From and after the Effective Time, Subsidiary shall be entitled to treat each USCG Certificate which has not yet been surrendered for exchange as evidencing the ownership of the number of Conversion Shares of Parent Common Stock into which the Shares represented by such USCG Certificate shall have been converted pursuant hereto, notwithstanding the failure of the Shareholder to surrender such USCG Certificate. However, notwithstanding any other provision of the Merger Agreement, until the Shareholder or his transferee has surrendered his USCG Certificates for exchange as provided in the Merger Agreement, no dividends shall be paid with respect to any shares represented by such USCG Certificate. Upon surrender of the USCG Certificates, there shall be paid to the holder of such USCG Certificate the amount of any dividends which theretofore became payable, but which were not paid by reason of the foregoing. If any certificate for shares of Parent Common Stock is to be issued in a name other than that in which the USCG Certificate surrendered in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange shall pay any transfer or other taxes required by reason of the issuance of certificates for such shares of Parent Common Stock in a name other than that of the registered holder of any such USCG Certificate surrendered.

7. (a) From and after the Effective Time, holders of USCG Certificates shall cease to have any rights as shareholders of USCG or the Surviving Corporation, except as provided in the Merger Agreement or by law.

(b) If after the Effective Time USCG Certificates are presented to the Surviving Corporation, they shall be canceled and exchanged for Parent Common Stock as provided in Section 3 of the Merger Agreement.

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