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MERGER OR SHARE EXCHANGE

J. B. Coxwell Contracting, Inc.

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ARTICLES AND PLAN OF MERGER
OF
BIG IRON LEASING COMPANY
(the "Merged Corporation")
INTO
J. B. COXWELL CONTRACTING, INC.
(the "Surviving Corporation")



ARTICLES AND PLAN OF MERGER effective January 1, 2014, between J. B. COXWELL CONTRACTING, INC., a Florida corporation, hereinafter called "Surviving Corporation," and BIG IRON LEASING COMPANY, a Florida corporation, hereinafter called "Merged Corporation".

WHEREAS, Surviving Corporation is a corporation organized and existing under the laws of the State of Florida with 7,500 shares of authorized common stock of \$1.00 par value. The Merged Corporation is a corporation organized under the laws of the State of Florida with 7,500 shares of authorized common stock of \$1.00 par value; and

WHEREAS, the directors of the Surviving Corporation and the Merged Corporation, respectively deem it desirable and in the best interests of the corporations and their shareholders that the Merged Corporation be merged into the Surviving Corporation and the corporations desire that they so merge under and pursuant to the laws of the State of Florida; and

WHEREAS, all of the shareholders of the Surviving Corporation and the Merged Corporation have approved these Articles and Plan of Merger at a meeting held on December 30, 2013.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN SET FORTH, AND FOR THE PURPOSES OF PRESCRIBING THE TERMS AND CONDITIONS OF THE MERGER, THE PARTIES ADOPT ARTICLES AND PLAN OF MERGER AS FOLLOWS:

- Effective January 1, 2014, for tax and accounting purposes, the "Effective Date", the Merged Corporation shall be deemed to have merged with and into the Surviving Corporation which shall survive the merger and which shall have the same name as heretofore.
- 2. The name of the Surviving Corporation shall be J. B. COXWELL CONTRACTING, INC. The purposes for which the Surviving Corporation is formed and the nature of the business to be transacted by it are general in nature and shall be as set forth in the Articles

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of Incorporation of the Surviving Corporation.

- On the effective date of the merger, the By-laws of J. B. COXWELL CONTRACTING, INC. shall be the By-laws of the Surviving Corporation until the same shall be altered, amended or repealed, or until new By-laws shall be adopted, in accordance with the provisions thereof.
- 4. The Surviving Corporation shall have the same directors and officers who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation, and until their successors have been elected and qualified.
- 5. Since the Merger Corporation and the Surviving Corporation prior to the merger have the same exact shareholders owning the same percentages in both Corporations, it is not necessary to issue new shares of the Surviving Corporation to the shareholders of the Merged Corporation.
- 6. On the effective date of the merger, all of the property (tangible and intangible), rights, privileges and franchises, of whatsoever nature and description, of the Merged Corporation, including without limitation any chosen in action lawsuits, mortgages, promissory notes and security interests, belonging to the Merged Corporation, shall be transferred to, vested in and shall devolve upon the Surviving Corporation, without further act or deed; and all property rights, privileges and franchises, and every other asset and interest, whether tangible or intangible and real or personal, shall be as effectually the property of the Surviving Corporation as they were of the Merged Corporation, and the title to all real estate vested in the Merged Corporation shall not be deemed to revert or to be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation. All debts, liabilities and duties of the Merged Corporation shall, thereafter, be assumed by and attached to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties have been incurred or contacted by the Surviving Corporation.
- 7. The Surviving Corporation shall pay all expenses of the merger agreement and reserves the right to subsequently amend its Articles or Certificate of Incorporation at any time hereafter, in accordance with the provisions of the laws of the State of Florida.
- 8. The directors and shareholders of the Surviving Corporation and the Merged Corporation unanimously approved and adopted these Articles and Plan of Merger at a meeting held for such purpose on the date of execution of these Articles and Plan of Merger.
 - 9. The officers of the Surviving Corporation and the Merged Corporation shall cause

these Articles of Merger to be filed with the Secretary of the State of Florida in conformity with the laws of that State.

10. The Surviving Corporation will furnish a copy of these Articles and Plan of Merger to any of the shareholders of the Merged Corporation and the Surviving Corporation upon request and without charge.

IN WITNESS WHEREOF, the President and Secretary of BIG IRON LEASING COMPANY, a Florida corporation, and the President and Secretary of J. B. COXWELL CONTRACTING, INC., a Florida corporation, hereby execute these Articles effective January 1, 2014.

BIG IRON LEASING COMPANY

J. B. COXWELL CONTRACTING, INC.

By: Sill Auruf Caull John David Coxwell, President

John David Coxwell, Rresident

ATTEST:

V. Wayne Williford, Secretary /

V Wayne Williford Secretary

(Corporate Seal)

(Corporate Seal)

hacsr * *

STATE OF FLORIDA COUNTY OF DUVAL

COUNTY OF DUVAL	
201 by John David Coxwell, as Preside and as President of Big Iron Leasing Cor personally known to me; or	cnowledged before me on the had of Council of J. B. Coxwell Contracting, Inc., a Florida corporation, mpany, a Florida corporation on behalf of the corporations, who produced a Florida Driver's License identification, and
who did take an oath and personally appe	ared before me. Noun M Ruck
CLIMATERS AS A LICH	NOTARY PUBLIC - STATE OF FLORIDA
SHAWN M. LUCK Notary Public, State of Florida	Print Name: My Commission Expires:
My Comm. Expires Oct. 19, 2016	Commission No.:
Commission No. EE 829092	Commission (40
STATE OF FLORIDA	
COUNTY OF DUVAL	\mathcal{L}
20 by V. Wayne Williford, as Secretar and as Secretary of Big Iron Leasing Con	y of J. B. Coxwell Contracting, Inc., a Florida corporation inpany, a Florida corporation, on behalf of the corporations, who produced a Florida Driver's License identification, and leared before me. NOTARY PUBLIC - STATE OF FLORIDA Print Name: My Commission Expires:
SHAWN M. LUCK Notary Public, State of Florida My Comm. Expires Oct. 19, 2018 Commission No. EE 829092	Commission No.: