H38832

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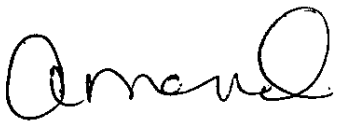
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TALLAHASSEE, FLORIDA

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9/3/14

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Dixie Paving and Grading Company, Inc.

DOCUMENT NUMBER: H38832

The enclosed ***Articles of Amendment*** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Brett E. Brantley
Name of Contact Person

Dixie Paving and Grading, Inc.
Firm/ Company

P.O. Box 37100
Address

Tallahassee, FL 32315
City/ State and Zip Code

brett@dixiepaving.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael C. Rayboun, Esq. at (850) 907-3313
Name of Contact Person — Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ $35 Filing Fee

☐ $43.75 Filing Fee & Certificate of Status

☐ $43.75 Filing Fee & Certified Copy (Additional copy is enclosed)

☐ $52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

FILED
2014 AUG 26 PM 12:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Dixie Paving and Grading Company, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

H38832

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006. Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

_____ *The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp," "Inc," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

_____
_____
_____

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

_____
_____
_____

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent Michael C. Rayboun

105 West 5th Avenue
(Florida street address)

New Registered Office Address: Tallahassee, Florida 32303
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Michael C. Rayboun
Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title:
P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.
Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ☐ Change ☑ Add ☐ Remove	D	Glen Harrelson	P.O. Box 37100 Tallahassee, FL 32315
2) ☐ Change ☐ Add ☑ Remove	VP	Catherine Harrelson	3756 Grove Park Tallahassee, FL 32311
3) ☐ Change ☑ Add ☐ Remove	S	Silas Raker III	1085 Commerce Blvd. Midway, FL
4) ☐ Change ☑ Add ☐ Remove	PST	Brett E. Brantley	P.O. Box 37100 Tallahassee, FL 32315
5) ☐ Change ☑ Add ☐ Remove	D	Catherine Harrelson	3756 Grove Park Tallahassee, FL 32311
6) ☐ Change ☑ Add ☐ Remove	VP	Natalie D. Brantley	P.O. Box 37100 Tallahassee, FL 32315

E. **If amending or adding additional Articles, enter change(s) here**:
(Attach *additional sheets, if necessary).* *(Be specific)*

F. **If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**
(if not applicable, indicate N/A)

Articles IV and V of the AOI

The date of each amendment(s) adoption: July 30, 2014, if other than the date this document was signed.

Effective date if applicable: _____

(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☑ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."

(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 8-15-14

Signature Brett E. Brantley

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Brett E. Brantley

(Typed or printed name of person signing)

President

(Title of person signing)

DIXIE PAVING AND GRADING COMPANY, INC. STOCK TRANSFER AGREEMENT

THIS STOCK TRANSFER AGREEMENT ("Agreement") is made this 30 day of July, 2014, by and among Catherine Harrelson, Brett E. Brantley, Michael David Raker, Tracy H. Scarbary, Dana Lynn Harrelson, and Dixie Paving and Grading Company, Inc., a Florida corporation (hereinafter referred to as the "Corporation"). **WITNESSETH:**

WHEREAS, the Corporation's Article of Incorporation, filed on January 22, 1985, authorized 500 Shares of common stock in the Corporation to issue; and

WHEREAS, Catherine Harrelson, by that Amendment and Stock Transfer Acknowledgment, filed on October 10, 2012 and attached and incorporated herein, is the current owner of all 500 shares of the Corporation's existing and authorized stock ("stock" and "shares" used interchangeably herein); and

WHEREAS the Corporation and Catherine Harrelson desire to retire that certain debt described in section 4, below, and to have Brett E. Brantley acquire a majority of the Corporation's stock, along with the corresponding control of the Corporation, with all remaining stock to be issued in accordance with the schedule set forth in section 2, below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. Limited Scope of this Agreement. This Agreement is made for the dual purposes of transferring the Corporation's stock in the amount(s) and to those listed in section 2, and of requiring the Corporation (and the owners of its stock) to retire the debt set forth in section 4 by obtaining replacement financing that removes any liability of Catherine Harrelson for such financing, but without altering or modifying those duties, liabilities, and rights that each owner of stock has or will

have pursuant to Florida law, once this Agreement is fully executed. Neither Catherine Harrelson, the Corporation, nor any individual shareholder intends to hereby imply or state the value of the stock being transferred and allocated in section 2, below.

2. Stock Transfer and Ownership. Catherine Harrelson hereby transfers, assigns, sells, and alienates the following stock to the following in the manner stated:

Name of Shareholder	**No. of Shares**	**% Owned**
Brett Brantley	255	51
Michael David Raker	61.25	12.25
Tracy H. Scarbary	61.25	12.25
Dana Lynn Harrelson	61.25	12.25
Catherine Harrelson	61.25	12.25

3. Evidence or Validity of Ownership. To the extent that stock certificates have previously been issued, Catherine Harrelson shall have such certificates reissued and properly executed according to section 2, above, or if no certificates have been heretofore issued, the Corporation shall execute and issue stock in accordance with section 2, above. Furthermore, it shall be the sole responsibility of each shareholder, in the capacity stated, to ensure that he or she is authorized to own stock in the manner intended, as well as to satisfy any and all tax implications that arise, if at all, by such ownership.

4. Debt retired and replaced. In partial consideration of Brett E. Brantley obtaining a majority ownership interest, and the corresponding control of the Corporation afforded by Florida law, Brett Brantley is hereby obligated and authorized, and does agree, to obtain sufficient funds through loans provided by Capital City Bank, its successors or assigns, in a manner and amount sufficient to satisfy the accounts listed below, such that the Corporation,

including the owners of its stock, as set forth in this Agreement, will be bound and required by the loan-terms and obligations:

a. [redacted] (with approximate current balance at $[redacted];
b. **Sun Trust**: Account # [redacted] (with approximate current balance at $[redacted])
c. **CAT Financial**: Account #[redacted]/Customer No. [redacted] (with approximate current balance at $[redacted])

5. Notices. All notices for which provision is made in this Agreement shall be given in writing either by actual delivery of the notice into the hands of the party entitled to the notice, by mailing the notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date of its mailing, or by forwarding with an overnight courier service such as Federal Express, in which case the notice shall be deemed to be given on the date of its delivery with the service.

(a) If to the Corporation, to its then principal office.

(b) If to a Shareholder, to the Shareholder's then last known principal residence address of an individual Shareholder or the principal address of a non-individual Shareholder.

6. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the Corporation, its successors and assigns, and the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. Complete Understanding. This Agreement constitutes the complete understanding among the parties hereto and no alteration or modification of any of the provisions hereof shall be valid unless made in writing and signed by all of the parties hereto.

8. Further Agreements and Cooperation. To the extent that the Corporation requires or requests further documents or agreements to be executed by shareholders in order to state or alter rights and obligations among shareholders and the Corporation, including but not limited to voting, restrictions on

transferring stock, or options to purchase stock, the Corporation and its shareholders hereby resolve and agree to cooperate and execute such documents upon reasonable request by the Corporation.

9. Applicable Law. This Agreement shall be subject to and governed by the law of the State of Florida, irrespective of the fact that one or more of the parties now is, or may become a resident of a different state.

10. Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

11. Descriptive Headings. All paragraph headings, titles and subtitles contained herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Corporation and the Shareholders have executed this Agreement on the date first above written.

[Execution and witness signatures follow]

WITNESSES:

Printed Name: Jennifer Abbott

Printed Name: Catherine Harrelson

Printed Name: Ginni Moore

Printed Name: Kelly Edmonds

Printed Name: Jennifer Abbott

Printed Name:

Printed Name: Michael David Raker

Printed Name: Ginni Moore

Printed Name: Tracy Scarbary

Printed Name: Ginni Moore

Printed Name: Dana Lynn Harrelson

Printed Name: Ginni Moore

Dixie Paving and Company, Inc.

By: Brett E. Brantley
Its President

Catherine Harrelson

Brett E. Brantley

Michael David Raker

Tracy H. Scarbary

Dana Lynn Harrelson