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Articles of merger
filed on 11/28/69

16pgs.

A-65770(p)

BLACK, CROW AND EIDSNESS,
INC.

Agreement of Merger merging
AERIAL PHOTOGRAMICS, INC.
(3-09370) into above corp.

FILED IN OFFICE OF SECRETARY
OF STATE, STATE OF FLORIDA.
by...jl...on 11/28/69.....

TOM ADAMS
SECRETARY OF STATE

corp-1

LAW OFFICES

LAZONBY, DELL, GRAHAM, WILLCOX & BARBER

POST OFFICE DRAWER J
GAINESVILLE, FLORIDA
32601

November 12, 1969

J. LANCE, LAZONBY
SAM T. DELL
L. WILLIAM GRAHAM
JOE C. WILLCOX
W. HENRY BARBER, JR.
STEPHEN A. RAPPENECKER
WILLIAM D. RYALS
R. L. HENDERSON, JR.
XXXXXXXXXXXXXXXXXXXX

TELEPHONE 372-4381
P.O. BOX 804
STATE STREET
TALLAHASSEE, FLORIDA
NOV 28 11 46 AM '69
FILED

The Honorable Tom Adams
Secretary of State
Tallahassee, Florida 32301

Att: Corporation Division

Re: Black, Crow and Eidsness, Inc.

Gentlemen:

Enclosed herewith please find the original and one ^{copy} ~~copy~~ ^{conformed} copy of the Agreement of Merger by which Black, Crow and Eidsness, Inc., and Aerial Photogramics, Inc., both of which are Florida corporations, are merging into a single corporation to be known as Black, Crow and Eidsness, Inc.

NOV 19 7 3:26G *****
34788 *****

Please file the Agreement of Merger in your office as of November 29, 1969, so as to have the Merger Agreement effective on that day.

There is also enclosed a check to your order in the amount of \$15.00 to cover the following:

Filing fee \$10.00
Certified copy 5.00

There is also enclosed a corporation capital stock tax return for Aerial Photogramics, Inc., together with a check to the order of Florida Revenue Commission in the amount of \$8.35 in payment of the pro rata capital stock tax due through the month of November, 1969. If you will pull your copy of the tax return and deliver the original and the accompanying check to the Office of the Florida Revenue Commission, I will be most grateful.

Yours very truly,

Sam T. Dell

C. TAX	
FILING	10.00
C. COPY	5.00
R. A. FEE	
P. COPY	
SFA CH	
TOTAL	15.00
BALANCE DUE	STD/bb
REFUND	

Enclosures

*Sent to Corp. Dept. of Revenue
to be sent to Sam T. Dell
11-19-69
[Signature]*

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER entered into between BLACK, CROW AND EIDNESS, INC., a Florida corporation having its principal place of business at 700 S. E. Third Street, Gainesville, Florida, hereinafter sometimes called "Black, Crow and Eidsness," and AERIAL PHOTOGRAMICS, INC., a Florida corporation having its principal place of business at 511 Oak Avenue, Clearwater, Florida, hereinafter sometimes called "Aerial," both corporations hereinafter sometimes collectively called "constituent corporations,"

FILED
JAN 16 1963
STATE OF FLORIDA
TALLAHASSEE

WITNESSETH:

WHEREAS, Black, Crow and Eidsness is a corporation duly organized and existing under the laws of the State of Florida and having an authorized capital stock of One Hundred Thousand (100,000) shares of One Dollar (\$1.00) par value common stock of which Thirty-seven Thousand Nine Hundred Ninety-five (37,995) shares are issued and outstanding; and

WHEREAS, Aerial is a corporation duly organized and existing under the laws of the State of Florida and having an authorized capital stock of One Thousand (1,000) shares of Five Dollar (\$5.00) par value common stock of which Four Hundred (400) shares are issued and outstanding; and

WHEREAS, the Boards of Directors of the constituent corporations deem it advisable that these corporations merge and they have duly approved and authorized the form of this Agreement of Merger;

and

WHEREAS, the laws of the State of Florida permit such merger and the constituent corporations desire to merge under and pursuant to the applicable statutes of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, it is agreed that Aerial shall be and it is hereby merged into Black, Crow and Eidsness, Inc., which shall be the surviving corporation and the terms and conditions of such merger and the mode of carrying it into effect are as follows:

1. Name of surviving corporation. The name of the corporation (which is sometimes hereinafter referred to as the surviving corporation) shall from and after the effective date of the merger be **BLACK, CROW AND EIDSNESS, INC.**

2. Office of the surviving corporation. The principal office of the surviving corporation in Florida shall be located at 700 S. E. Third Street, Gainesville, Florida.

3. The general nature of the business to be transacted. The nature of the business of the surviving corporation and the objects and purposes to be transacted, promoted or carried on by it are as follows:

To engage in and carry on a general practice of professional engineering as defined in the laws of the State of Florida as the same now exists or may hereafter be amended;

To carry on and conduct a general engineering and construction business including the designing, constructing, enlarging, extending, repairing, completing, removing or otherwise engaging in any work upon any and all inventions, devices, improvements, machines, mechanical contrivances, tools, articles and things or any part or accessories

thereto or therefor;

To develop or assist in the development of patents, inventions, and improvements;

To own, lease or otherwise acquire, use or dispose of laboratories, plants, factories, or workshops for experimenting, manufacturing and development purposes;

To conduct investigations in the fields of engineering, mechanics and inventions and the use therefor and to make reports thereon;

To purchase, lease or otherwise acquire buildings;

To construct, erect, hold or improve, enlarge, maintain, operate, control, supervise and manage, and to sell, lease or otherwise dispose of water and water works for the purpose of supplying municipalities, corporations and individuals with water for public, corporate, business or domestic use;

To purchase, lease or otherwise acquire buildings, construct, erect, hold, own, improve, enlarge, maintain, operate, control, supervise and manage, and to sell, lease or otherwise dispose of every type and kind of utility and to exercise all of the powers now or hereinafter granted by the laws of the State of Florida to utility companies of every kind and nature, including, but not limited to, the right of eminent domain;

To make and produce pictures, photographs, aerial photographs, likenesses and representations of persons, land, landscapes, scenes, and things of all kinds, either by the use of cameras and other mechanical and chemical aids and devices and otherwise; to employ and furnish the services of persons skilled in all branches and departments of the pictorial arts; to deal in photographic and aerial photographic materials

and supplies of all kinds; to develop, print, tone, finish and mount pictures, photographs, aerial photographs, and all kinds of likenesses for others;

To purchase or otherwise acquire, import, export, manufacture, refine, distribute, market, sell or otherwise dispose of and generally deal and trade in and with, at wholesale or retail, any and all cleansing, renovating, washing, deodorizing, disinfecting, polishing, dyeing, bleaching and finishing compounds, powders, soaps, polishes, chemicals, solutions, mixtures, liquids, articles, products, materials, supplies, preparations and other substances, derivatives and by-products thereof, of every nature and description and any and all inventions, devices, processes, discoveries, formulae, letters patent or applications therefor, copyrights, trademarks, tradenames, trade symbols and other indications of origin or ownership and all other rights, interests or privileges in any manner incidental thereto;

To acquire, own, mortgage, pledge, sell, assign and transfer, invest, trade, deal in and deal with goods, wares and merchandise and real and personal property of every class and description;

To acquire and pay for in cash, stock or bonds of this corporation or otherwise, the goodwill, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation;

To borrow money and contract debts when necessary for the transaction of its business or for the exercise of its corporate rights, privileges or franchises, or for any other lawful purpose of its incorporation; to issue bonds, promissory notes, bills of exchange, debentures and other obligations and evidences of indebtedness payable at a

specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge or otherwise, or unsecured for money borrowed or in payment for property purchased or acquired, or any other lawful objects;

In any manner to acquire, enjoy, utilize and to dispose of patents, copyrights and trademarks and any licenses or other rights or interest therein or thereunder;

To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of the State of Florida or any other state or government, and while the owner of such stock to exercise all the rights, powers and privileges of ownership, including the right to vote thereon;

To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock except from the surplus of its assets over its liabilities including capital; and provided, further, that shares of its own capital stock belonging to it shall not be voted upon, directly or indirectly, nor counted as outstanding for the purpose of any stockholders' quorum or vote;

To conduct business, have one or more offices, and hold, purchase, mortgage and convey real and personal property in this state and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and in foreign countries;

To do all and everything necessary and proper for the accomplishment of the objects enumerated in this Certificate of Incorporation or any amendment thereto or necessary or incidental to the protection

and benefit of this corporation, and in general, to carry on any lawful business necessary or incidental to the attainment of the objects of this corporation, whether or not such business is similar in nature to the objects set out in this Agreement of Merger or any amendment thereto, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of this corporation.

4. Capitalization of surviving corporation. The total number of shares of stock which the surviving corporation shall be authorized to issue is One Hundred Thousand (100,000) shares of common stock having a par value of One and 00/100 Dollar (\$1.00) per share. Each share of common stock of the surviving corporation shall be subject to such regulations and restrictions on alienation and transfer by the holders thereof as may be set forth in the by-laws of the corporation.

5. Capital. The amount of capital with which the surviving corporation will begin business shall be not less than Forty Thousand and 00/100 Dollars (\$40,000.00).

6. Life of surviving corporation. The surviving corporation is to be in perpetual existence.

7. By-laws of the surviving corporation. The by-laws of the corporation, Black, Crow and Eidsness, Inc., as they shall exist upon the effective date of the merger shall be, and remain and continue to be the by-laws of the surviving corporation until such by-laws shall be al-

tered, amended or appealed as therein provided.

8. Number of directors. The surviving corporation shall have not less than three (3) and not more than fifteen (15) directors.

9. Directors. The following persons who are the directors of Black, Crow and Eidsness:

Charles A. Black	P. O. Box 1329 Gainesville, Florida
William B. Crow	P. O. Box 1329 Gainesville, Florida
F. A. Eidsness	P. O. Box 1300 Boca Raton, Florida
J. I. Garcia-Bengochea	P. O. Box 1329 Gainesville, Florida
James B. Goodson, Jr.	P. O. Box 1329 Gainesville, Florida
Charles E. Griffin	511 Oak Avenue Clearwater, Florida

on the effective date of the merger shall be and remain and continue to be the directors of the surviving corporation and shall hold office until the first annual meeting of the shareholders of the surviving corporation after the effective date of the merger and until their respective successors are elected or appointed in the manner provided by the by-laws of the surviving corporation.

10. Officers. Upon the effective date of the merger, the following persons shall be the officers of the surviving corporation and shall be and remain and continue to be the officers of the surviving corporation subject to the provisions of the by-laws until their respective successors are elected or appointed in the manner provided by the by-laws:

William B. Crow	President
Charles A. Black	Executive Vice President
F. A. Eidsness	Executive Vice President
J. I. Garcia-Bengochea	Vice President
James B. Goodson, Jr.	Vice President
Charles E. Griffin	Vice President
R. V. Auger	Controller
Bernice G. Whiteman	Secretary and Treasurer

11. Effective date of merger.

A. This Agreement of Merger and the merger herein provided for shall become effective and the separate existence of Aerial Photogramics, Inc., except insofar as it may be continued by statute, shall cease as soon as this Agreement of Merger has been fully executed, duly adopted, properly acknowledged and filed in the Office of the Secretary of State of the State of Florida.

B. The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of Aerial Photogramics, Inc., shall be continued in and merged into the surviving corporation and the surviving corporation shall be fully vested therewith.

C. The date upon which this Agreement of Merger is filed in the Office of the Secretary of State of the State of Florida shall be the effective date of the merger.

12. Conversion of stock. The manner of converting the shares

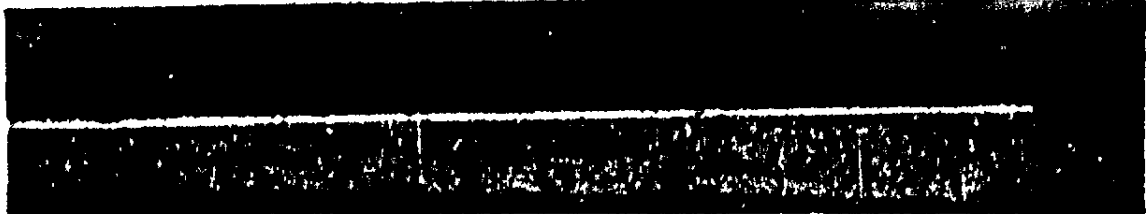
of stock held by the stockholders of Aerial shall be as follows:

- A. The value of Black, Crow and Eidsness common stock having a par value of One Dollar (\$1.00) per share has an agreed value of Eighteen Dollars (\$18.00) per share.
 - B. The Four Hundred (400) shares of Five Dollar (\$5.00) par value common stock of Aerial now outstanding has an agreed value of Eighty-one Dollars (\$81.00) per share.
 - C. Immediately upon the effective date of the merger the stockholders of Aerial shall surrender their Five-Dollar par value common stock to the surviving corporation in exchange for its stock.
 - (1) The ratio of exchange will be Four and One-half ($4\frac{1}{2}$) shares ($4\frac{1}{2} \times \$18 = \81) of the stock of the surviving corporation having a par value of One Dollar (\$1.00) per share for each share of Five-Dollar (\$5.00) par value common stock of Aerial outstanding at the time of the merger.
 - D. Upon the effective date of the merger and after the surrender of the stock by the stockholders of Aerial to the surviving corporation in exchange for its stock as hereinabove set forth, such outstanding stock of Aerial shall cease to exist and shall be deemed cancelled, retired and eliminated.
13. Effect of merger. Upon this merger becoming effective:
- A. The surviving corporation shall possess all the rights, privileges, powers, and franchises as well of a public as of a private nature, and shall be subject to all the

restrictions, disabilities, obligations, and duties of each of the constituent corporations, except as otherwise herein provided, and except as otherwise provided by law;

- B. The surviving corporation shall be vested with all property, real, personal or mixed, and all debts due to the constituent corporations on whatever account as well as all other things in action or belonging to the constituent corporations; and
- C. All property, rights, privileges, powers, and franchises of the constituent corporations shall be thereafter as effectually the property of the surviving corporation as they were of the constituent corporations, but all rights of creditors and all liens upon any property of any of the constituent corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations and duties of the constituent corporations shall thenceforth attach to, and are hereby assumed by, the surviving corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations, and duties had been incurred or contracted by it.

14. Delivery of deeds and instruments. From time to time as and when requested by the surviving corporation or by its successors or assigns, each of the constituent corporations shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments



and shall take, or cause to be taken, all such other and further actions as the surviving corporation may deem necessary and desirable in order more fully to vest in and confirm to the surviving corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in 13. hereof and otherwise to carry out the intent and purposes of this Agreement of Merger.

15. This Agreement of Merger which shall constitute the Certificate of Incorporation of the surviving corporation from and after the effective date of the merger shall be subject to amendment, alteration, change or repeal by the surviving corporation in the manner now or hereafter prescribed by the laws of the State of Florida and all rights conferred on stockholders therein are subject to this reservation.

IN WITNESS WHEREOF, these presents have been signed in the name of and on behalf of the constituent corporations by their respective presidents and secretaries and the corporate seal of each constituent corporation hereunto affixed.

Signed, sealed and delivered in our presence as witnesses:

[Signature]
Brenda J. [Signature]
 As to Black, Crow and Eidsness

BLACK, CROW AND EIDSNESS, INC.

By [Signature]
 President (corporate seal)

ATTEST: (With corporate seal)

Bernice G. [Signature]
 Secretary

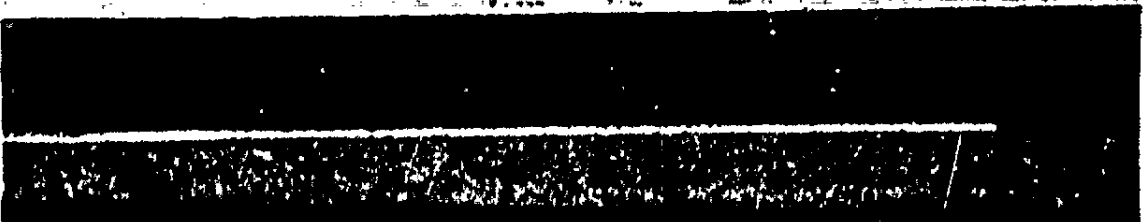
AERIAL PHOTOGRAMMICS, INC.

By [Signature]
 President (corporate seal)

ATTEST: (With corporate seal)

Bernice G. [Signature]
 Secretary

[Signature]
Brenda J. [Signature]
 As to Aerial Photogramatics, Inc.



STATE OF Florida
COUNTY OF Alachua

Before the undersigned authority personally appeared WILLIAM B. CROW and BERNICE G. WHITEMAN, President and Secretary respectively, of BLACK, CROW AND EIDSNESS, INC., a corporation, who, being first identified and duly sworn, acknowledged that as such officers, and pursuant to authority from said corporation, they executed the foregoing instrument and affixed the corporate seal, all for and on behalf of said corporation, as its act and deed, and for the uses and purposes as therein set forth and contained.

WITNESS my hand and official seal this 7th day of November, 1969.

(seal)

Frances Foley
Notary Public, State of Florida
at Large
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES September 13, 1971
BOUNDED THROUGH FRED W. DIEBOLDHOFER

STATE OF Florida
COUNTY OF Alachua

Before the undersigned authority personally appeared CHARLES E. GRIFFIN and BERNICE G. WHITEMAN, President and Secretary respectively, of AERIAL PHOTOGRAMICS, INC., a corporation, who, being first identified and duly sworn, acknowledged that as such officers, and pursuant to authority from said corporation, they executed the foregoing instrument and affixed the corporate seal, all for and on behalf of said corporation, as its act and deed, and for the uses and purposes as therein set forth and contained.

WITNESS my hand and official seal, this 7th day of November, 1969.

(seal)

Frances Foley
Notary Public, State of Florida
at Large
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES September 13, 1971
BOUNDED THROUGH FRED W. DIEBOLDHOFER

I, BERNICE G. WHITEMAN, do hereby certify that the foregoing Agreement of Merger, having been duly executed by the officers of BLACK, CROW AND EIDSNESS, INC., upon the prior direction and authority of the Board of Directors of said corporation, was unanimously approved and adopted by the stockholders of this corporation at a special meeting of the stockholders duly called and held on the 7th day of November, 1989.

WITNESS my hand and the official seal of said corporation on this 7th day of November, 1989.

(Corporate Seal)

Bernice G. Whiteman
Bernice G. Whiteman, Secretary of
Black, Crow and Eidsness, Inc.

I, BERNICE G. WHITEMAN, do hereby certify that the foregoing Agreement of Merger, having been duly executed by the officers of AERIAL PHOTOGRAMICS, INC., a corporation, upon the prior direction and authority of the Board of Directors of said corporation, was unanimously approved and adopted by the stockholders of this corporation at a special meeting of the stockholders duly called and held on the 7th day of November, 1989.

WITNESS my hand and the official seal of said corporation on this the 7th day of November, 1989.

(Corporate Seal)

Bernice G. Whiteman
Bernice G. Whiteman, Secretary of
Aerial Photogramics, Inc.