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Articles of Merger  
filed on 5-31-68

19 pgs.

A-65770-o

BLACK, CROW AND EIDSNESS, INC.

AGREEMENT OF MERGER

between: BLACK, CROW AND  
EIDSNESS, INC. (A-65770);  
BLACK LABORATORIES, INC.  
(A-51255) and BLACK AND  
ASSOCIATES LAND PLANNING AND  
ENGINEERING COMPANY (B-20143)  
merging into and under the  
name of BLACK, CROW AND  
EIDSNESS, INC. the continuing  
corporation.

FILED IN OFFICE OF SECRETARY  
OF STATE, STATE OF FLORIDA.  
by...sa...on...5-31-68...

TOM ADAMS  
SECRETARY OF STATE

corp-1

LAW OFFICES

LAZONBY, DELL, GRAHAM, WILLCOX & BARBER

POST OFFICE DRAWER J  
GAINESVILLE, FLORIDA  
32601

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

23 May 1968

TELEPHONE 372-4381  
AREA CODE 904

FILED  
MAY 31 9 22 AM '68  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Honorable Tom Adams  
Secretary of State  
Tallahassee, Florida

Attention: Corporation Division - Mrs. Sims

Re: Black, Crow and Eidsness, Inc.

Dear Sirs:

Enclosed please find the original and one conformed copy of the Agreement of Merger by which Black, Crow and Eidsness, Inc., Black Laboratories, Inc., and Black and Associates, Land Planning and Engineering Company, all being Florida corporations, are merging into a single corporation to be known as Black, Crow and Eidsness, Inc. Please file the Agreement of Merger in your office on May 31, 1968, so as to have the merger agreement effective on that date.

There is enclosed a check to your order in the amount of \$163.00 to cover the following:

New Charter tax \$150.00  
Certified copy 3.00  
Filing fee 10.00

There are also enclosed the following corporation capital stock tax returns together with checks to pay each respective tax as follows:

Black and Associates, Land Planning and Engineering Company, 1968 tax

\$10.00

C. TAX 150.00  
FILING 10.00  
R. AGENT FEE  
C. COPY 3.00  
TOTAL 163.00  
N. BANK 163.00  
BALANCE DUE  
REFUND

*Returns  
& checks enclosed  
sent to Revenue  
Commission  
5-24-68  
bts*

MAY 24 1968  
MAY 24 1968  
MAY 24 1968  
382 0 444-1800  
381 0 444-1500  
381 0 444-3200

*all try*  
*X*

The Honorable Tom Adams  
23 May 1968  
Page Two

Black, Crow and Eidsness, Inc.,  
pro-rata 1968 tax  
Black Laboratories, Inc., pro-rata  
1968 tax  
Black and Associates, Land Planning  
and Engineering Company, pro-rata  
1968 tax

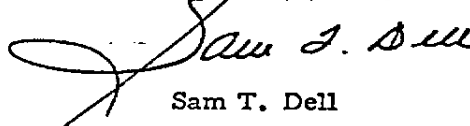
\$18.32

91.66

18.32

If you would pull your copies of the tax returns and deliver the originals and the accompanying checks to the office of the Florida Revenue Commission, I will be deeply grateful. The assistance which you and your office have given me in working out the details necessary to accomplish this merger have been most helpful and are sincerely appreciated. You have always been so wonderfully cooperative in complying with every request that I have made of you, and I want you to know that my gratitude goes out to you.

Cordially yours,



Sam T. Dell

STD/bw  
Enclosures

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 Southeast Third Street, Gainesville, Florida, hereinafter sometimes called "Black, Crow and Eidness" and **BLACK LABORATORIES, INC.**, a Florida corporation, having its principal place of business at the same address, hereinafter sometimes called "Black Laboratories," and **BLACK AND ASSOCIATES, LAND PLANNING AND ENGINEERING COMPANY**, a Florida corporation, having its principal place of business at Clearwater, Florida, hereinafter called "Black and Associates," all three corporations hereinafter sometimes collectively called "constituent corporations,"

WITNESSETH:

WHEREAS, Black, Crow and Eidness is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on July 12, 1951, and having an authorized capital stock consisting of One Hundred (100) shares of common stock without par value, of which Twenty-four (24) shares are issued and outstanding, and

WHEREAS, Black Laboratories is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on June 3, 1947, and having an authorized capital stock consisting of Three Hundred (300) shares of common stock having a par value of One Hundred Dollars per share, of which Two Hundred Fifty (250) shares are issued and outstanding, and

WHEREAS, Black and Associates is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on February 11, 1959, and having an authorized capital stock

consisting of One Hundred (100) shares of common stock having a par value of One Hundred Dollars (\$100.00) per share, of which Twenty-Four (24) 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 Black Laboratories and Black and Associates shall be and they are 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 EIDNESS, INC.**

2. Office of the surviving corporation. The principal office of the surviving corporation in Florida shall be located at 700 Southeast 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 hereinafter 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 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 trade marks 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 forth 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 Dollars (\$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 Thirty Thousand and 00/100 Dollars (\$30,000.00).

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 altered, amended, or repealed 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 Black Laboratories and Black and Associates, except insofar as they 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 Black Laboratories and Black and Associates 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 of the constituent corporations into shares of stock of the surviving corporation shall be as follows:**

- A. The manner and basis of the redemption of the stock of the stockholders of Black, Crow and Eidsness shall be as follows:**

- (1) Immediately upon the effective date of the merger, the surviving corporation will be authorized to issue a total of One Hundred Thousand (100,000) shares of common stock having a par value of One Dollar per share.**

(2) The twenty-four (24) shares of no par value common stock of Black, Crow and Eidsness which is now outstanding has an agreed value of Twelve Thousand Dollars (\$12,000.00) per share.

(3) Immediately upon the effective date of the merger, the stockholders of Black, Crow and Eidsness shall surrender their no par value common stock to the surviving corporation in exchange for the newly authorized stock of the surviving corporation having a par value of One Dollar per share.

(4) The ratio of exchange will be One Thousand (1,000) shares of the newly authorized common stock having a par value of One Dollar per share for each share of the no par value common stock of Black, Crow and Eidsness outstanding at the time of the merger.

(5) After the exchange the value of the newly authorized common stock of Black, Crow and Eidsness will be Twelve Dollars (\$12.00) per share.

B. The manner and basis of the redemption of the stock of the stockholders of Black Laboratories shall be as follows:

(1) The Two Hundred Fifty (250) shares of One Hundred Dollar par value common stock of Black Laboratories now outstanding has an agreed value of One Hundred Fifty-Six Dollars (\$156.00) per share.

(2) Immediately upon the effective date of the merger, the stockholders of Black Laboratories shall surrender their One Hundred Dollar par value common stock to the surviving corporation in exchange for the newly

authorized stock of the surviving corporation having a par value of One Dollar per share.

- (3) The ratio of exchange will be thirteen (13) shares (13 x \$12 = \$156) of the newly authorized common stock having a par value of One Dollar per share for each share of the par value common stock of Black Laboratories outstanding at the time of the merger.

C. The manner and basis of the redemption of the stock of the stockholders of Black and Associates shall be as follows:

- (1) The twenty-four (24) shares of One Hundred Dollar par value common stock of Black and Associates now outstanding has an agreed value of Two Thousand One Hundred Eighty-Four Dollars (\$2,184.00) per share.
- (2) Immediately upon the effective date of the merger, the stockholders of Black and Associates shall surrender their One Hundred Dollar par value common stock to the surviving corporation in exchange for the newly authorized stock of the surviving corporation having a par value of One Dollar per share.
- (3) The ratio of exchange will be One Hundred Eighty-Two (182) shares (182 x \$12 = \$2,184) of the newly authorized common stock having a par value of One Dollar per share for each share of the One Hundred Dollar common stock of Black and Associates 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 the three (3) constituent corporations to the surviving corporation in exchange for the newly authorized stock of the surviving corporation as hereinabove set forth, including any treasury shares held by any of the constituent corporations, such outstanding stock of the constituent corporations 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:

James D. Dunbar  
Robert B. Shanks  
As to Black, Crow and Eidsness

BLACK, CROW AND EIDSNESS, INC.  
By William B. Whiteman  
President

ATTEST: (With corporate seal)  
Bernice G. Whiteman  
Secretary

James D. Dunbar  
Robert B. Shanks  
As to Black Laboratories

BLACK LABORATORIES, INC.  
By Charles A. Black  
President

ATTEST: (With corporate seal)  
William B. Whiteman  
Secretary

James D. Dunbar  
Robert B. Shanks  
As to Black and Associates

BLACK AND ASSOCIATES, LAND  
PLANNING AND ENGINEERING  
COMPANY  
By Charles A. Black  
President

ATTEST: (With corporate seal)  
Bernice G. Whiteman  
Secretary

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 13<sup>th</sup> day of May A.D., 1968.

Frances Foley  
Notary Public, State of Florida  
at large

My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES APR 12, 1971  
-13- ISSUED THROUGH FRED W. DIEVELHOFF

STATE OF Florida  
COUNTY OF Alachua

Before the undersigned authority personally appeared CHARLES A. BLACK and WILLIAM B. CROW, President and Secretary respectively, of BLACK LABORATORIES, 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 13<sup>th</sup> day of May, A. D., 1968.

*Frances Boley*  
Notary Public, State of Florida at  
Large.

My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APRIL 13, 1971  
BONDED THROUGH FRED W. BINGELHORN

STATE OF Florida  
COUNTY OF Alachua

Before the undersigned authority personally appeared CHARLES E. GRIFFIN and BERNICE G. WHITEMAN, President and Secretary respectively, of BLACK AND ASSOCIATES, LAND PLANNING AND ENGINEERING COMPANY, 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 13<sup>th</sup> day of May, A. D., 1968.

*Frances Boley*  
Notary Public, State of Florida at  
Large.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APRIL 13, 1971  
BONDED THROUGH FRED W. BINGELHORN

I, BERNICE G. WHITEMAN, do hereby certify that the foregoing Agreement of Merger, having been duly executed by the officers of BLACK, CROW AND EIDSNNESS, 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 13th day of May, 1968.

WITNESS my hand and the official seal of said corporation on this the 13<sup>th</sup> day of May, 1968.

(Corporate Seal)

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

I, WILLIAM B. CROW, do hereby certify that the foregoing Agreement of Merger, having been duly executed by the officers of Black Laboratories, 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 13th day of May, 1968.

WITNESS my hand and the official seal of said corporation on this the 13<sup>th</sup> day of May, 1968.

(Corporate Seal)

William B. Crow  
William B. Crow, Secretary of  
Black Laboratories, Inc.

I, BERNICE G. WHITEMAN, do hereby certify that the foregoing Agreement of Merger, having been duly executed by the officers of BLACK AND ASSOCIATES, LAND PLANNING AND ENGINEERING COMPANY 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 13th day of May, 1968.

WITNESS my hand and the official seal of said corporation on this the 13<sup>th</sup> day of May, 1968.

(Corporate Seal)

Bernice G. Whiteman  
Bernice G. Whiteman, Secretary of  
Black and Associates, Land Planning  
and Engineering Company