

680137

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SUITE 1520 ENTERPRISE BUILDING
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TAMPA, FLORIDA 33602
(813) 221-5868
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REPLY TO: ORLANDO

January 31, 1997

FILED
97 FEB 21 PM 4:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
Jon Marshall Oden

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
ATTENTION: AMENDMENT SECTION

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02/05/97 01086--017
*****35.00 *****35.00

Dear Sir or Madam:

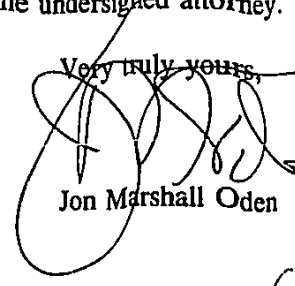
The undersigned attorney is corporate counsel for a company called Williams Contracting, Inc. Enclosed for your review and recordation are Articles of Amendment pursuant to Florida Statute Section 607.1006. Also enclosed is our \$35.00 check covering all recording fees.

Please record these Articles of Amendment appropriately so to perfect the as-stated amendment to our Articles.

Enclosed is one (1) original and one (1) copy of our Articles of Amendment. When the referenced amendment takes full force and effect, please direct a copy of some document to the undersigned attorney in the envelope provided so we can establish as of what date our Amendment formally took effect in your office.

Please direct any and all questions to the undersigned attorney.

Very truly yours,


Jon Marshall Oden

JMO/mlj
Enclosures
LAUCHWILLIAMS\DIVCORP.LTR

FILED
97 FEB 21 PM 4:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
NEED EPH
AM
2/21



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 12, 1997

JON MARSHALL ODEN ESQUIRE
PO BOX 712
ORLANDO, FL 32802-0712

SUBJECT: WILLIAMS CONTRACTING, INC.
Ref. Number: 680137

We have received your document for WILLIAMS CONTRACTING, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please include the exhibit(s) referred to in your document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6880.

Karen Gibson
Corporate Specialist

Letter Number: 697A00007511

RECEIVED
97 FEB 21 AM 11:04
DIVISION OF CORPORATIONS

ARTICLES OF AMENDMENT

WILLIAMS CONTRACTING, INC., its Shareholders, Directors, and Officers, through their corporate counsel, and pursuant to F.S. Section 607.1006, hereby deliver to and file these Articles of Amendment with the Florida Secretary of State, amending the Articles of Incorporation of WILLIAMS CONTRACTING, INC. In this regard, WILLIAMS CONTRACTING, INC., its Shareholders, Directors, and Officers state:

1. The name of this corporation is WILLIAMS CONTRACTING, INC.
2. The text of said company's Articles of Incorporation was amended by means of a Shareholder Agreement executed at a special stockholder's meeting, properly called, on or about November 27, 1996.
3. At the time of said meeting, there existed 5,000 shares of certificated issued common stock in said company.
4. All of these shares were owned by KEVIN WILLIAMS, the sole stockholder and officer of WILLIAMS CONTRACTING, INC.
5. At said meeting, pursuant to proper vote, the stockholders of WILLIAMS CONTRACTING, INC., all being present, unanimously voted to adopt and execute the Shareholders Agreement attached hereto as Exhibit A, pursuant to F.S. Section 607.0732(2)(a).
6. Pursuant to that Shareholder Agreement, the Shareholders, Officers, and Directors of WILLIAMS CONTRACTING, INC., hereby amend the Articles of Incorporation of said company to reflect Article XVII. The text of Article XVII shall be the complete and entire text of the Shareholder Agreement attached to Exhibit A and incorporated by reference herein.


JON MARSHALL ODEN, ESQUIRE

Florida Bar No.: 0038172

FISHER, RUSHMER, WERREN RATH,

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20 N. Orange Ave. - Suite 1500

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Phone: (407) 843-2111

Facsimile: (407) 422-1080

Attorneys for Williams Contracting, Inc.

ARTICLES OF AMENDMENT

WILLIAMS CONTRACTING, INC., its Shareholders, Directors, and Officers, through their corporate counsel, and pursuant to F.S. Section 607.1006, hereby deliver to and file these Articles of Amendment with, the Florida Secretary of State, amending the Articles of Incorporation of WILLIAMS CONTRACTING, INC. In this regard, WILLIAMS CONTRACTING, INC., its Shareholders, Directors, and Officers state:

1. The name of this corporation is WILLIAMS CONTRACTING, INC.
2. The text of said company's Articles of Incorporation was amended by means of a Shareholder Agreement executed at a special stockholder's meeting, properly called, on or about November 27, 1996.
3. At the time of said meeting, there existed 5,000 shares of certificated issued common stock in said company.
4. All of these shares were owned by KEVIN WILLIAMS, the sole stockholder and officer of WILLIAMS CONTRACTING, INC.
5. At said meeting, pursuant to proper vote, the stockholders of WILLIAMS CONTRACTING, INC., all being present, unanimously voted to adopt and execute the Shareholders Agreement attached hereto as Exhibit A, pursuant to F.S. Section 607.0732(2)(a).
6. Pursuant to that Shareholder Agreement, the Shareholders, Officers, and Directors of WILLIAMS CONTRACTING, INC., hereby amend the Articles of Incorporation of said company to reflect Article XVII. The text of Article XVII shall be the complete and entire text of the Shareholder Agreement attached to Exhibit A and incorporated by reference herein.


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Attorneys for Williams Contracting, Inc.

SHAREHOLDER AGREEMENT

This Shareholder Agreement is executed pursuant to Florida Statute 607.0732 (1996).

WHEREAS, there exist currently 5,000 outstanding certificated shares of stock in WILLIAMS CONTRACTING, INC.

WHEREAS, as of the date of initial execution of this agreement, all outstanding shares are beneficially owned by KEVIN WILLIAMS, the current President, Vice President, Secretary, Treasurer, Chairman and sole director of WILLIAMS CONTRACTING, INC.

WHEREAS, KEVIN WILLIAMS only just recently acquired ownership of these shares from his father, REX WILLIAMS, who has in fact managed the company for several years.

WHEREAS, KEVIN WILLIAMS received beneficial ownership of these shares only upon the understanding and agreement REX WILLIAMS would retain all voting rights consummate and/or consistent with ownership of these shares.

LET IT BE KNOWN BY ALL, for and in consideration of \$500, payable to KEVIN WILLIAMS, as sole shareholder of WILLIAMS CONTRACTING, INC., by REX WILLIAMS and for other considerations already given, the receipt of all of which is hereby expressly acknowledged by all parties, KEVIN WILLIAMS, as sole shareholder, pursuant to F.S. 607.0732(1)(f), purposefully vests and grants all voting rights consistent with ownership of these shares in his father, REX WILLIAMS, who in turn obligates himself to manage WILLIAMS CONTRACTING, INC., and to vote said shares with a duty of utmost good faith and loyalty to the company and its principals in perpetuity subject to the provisions below.

THIS AGREEMENT, shall hold valid in full force and effect for at least a period of one year from the date of its initial execution evidenced below. No sooner than one year from the execution of this agreement, the owners of all outstanding shares shall convene a special meeting of the stockholders at which time they shall retain the limited right to vote on the sole issue of whether to extend and re-execute this agreement. Each outstanding share shall be afforded one vote at this special meeting. A majority vote in favor of extending this agreement shall be sufficient to extend the agreement for at least an additional year's time, at which time the shareholders should again convene for the purpose of voting on the re-execution of this agreement. It is envisioned the shareholders will meet and vote on this agreement once every 14 months. In this manner, this agreement is subject to 14 month renewals in perpetuity.

If a deadlock results at any "annual" vote of the shareholders voting on the issue of the re-execution of this agreement, the deadlock shall be resolved in favor of the agreement, and the agreement shall hold in full force and effect for at least another annual period.

IN THE EVENT REX WILLIAMS becomes incapacitated before the shareholders convene an annual vote on the re-execution of this agreement, SUE WILLIAMS, mother of KEVIN WILLIAMS, shall retain all voting rights in WILLIAMS CONTRACTING, INC. in

place of REX WILLIAMS until such time as REX WILLIAMS is no longer incapacitated or until such time as this agreement is terminated.

IN THE EVENT REX WILLIAMS dies prior to any annual shareholder meeting called for the special purpose of voting on the re-execution of this agreement, SUE WILLIAMS shall retain all voting rights in place of REX WILLIAMS until the special meeting is convened. At any such meeting, the existing shareholders shall not only vote on the re-execution of this agreement, but shall also vote, assuming the agreement is re-executed, for an individual or individuals to retain said voting rights. Any deadlock in said vote shall result in the re-ratification of this agreement with all voting rights being retained solely by SUE WILLIAMS for a period of at least one year.

REX WILLIAMS shall be "deemed incompetent" upon the filing of any voluntary or involuntary guardianship proceeding, in good faith, by KEVIN WILLIAMS. In the event KEVIN WILLIAMS dies, REX WILLIAMS shall forthwith designate a replacement for purposes of this section, and shall notify WILLIAMS CONTRACTING's corporate counsel who shall take appropriate action.

In the event SUE WILLIAMS becomes the permanent successor to REX WILLIAMS under this agreement she shall forthwith designate an individual capable of declaring her incompetent in good faith for purposes of this agreement. She shall also designate an individual to vote the subject shares in her place in lieu of her incompetence or death. Said designation must be made known to corporate counsel for WILLIAMS CONTRACTING who will take appropriate action.

Similar designations shall be made forthwith by any individuals obtaining vested rights to vote shares under this agreement.

This agreement is executed initially by KEVIN WILLIAMS and REX WILLIAMS at a special meeting of the shareholders called by KEVIN WILLIAMS.

This agreement will take full force and effect upon execution and shall be incorporated by reference into amended articles of incorporation or amended bylaws of WILLIAMS CONTRACTING, INC. pursuant to Florida Statutes 607.0732(2)(a) and (3).

By execution of this agreement, KEVIN WILLIAMS, as sole shareholder, simultaneously votes all outstanding shares so to amend the bylaws or articles of incorporation of WILLIAMS CONTRACTING, INC. so to incorporate this agreement by reference. The amended bylaws or articles shall be prepared within a reasonable time from the date of execution of this agreement. Upon subsequent re-execution of this agreement, the amended articles or bylaws need not be again amended.

By execution of this agreement, KEVIN WILLIAMS, as sole shareholder, simultaneously votes to recall all outstanding share certificates. New certificates shall be issued within a

reasonable time which make reference to the existence of this agreement conspicuously in accord with Florida Statutes 607.0732(3). Upon subsequent re-execution of this agreement, the share certificates need not be again recalled and amended.


The duties of utmost good faith and loyalty run to any individual or individuals vested with voting rights under this agreement.

In addition to the terms set forth herein, this agreement or any subsequent extension or modification agreement is subject to the terms of Florida Statutes 607.0732(4).

Nothing in this agreement shall be interpreted as preventing any shareholder from alienating or encumbering his shares subject to the terms of this agreement.

Signed, sealed and delivered this 27 day of November, 1996.


KEVIN WILLIAMS


REX WILLIAMS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27 day of Nov-, 1996, by KEVIN WILLIAMS, who is personally known to me OR who produced _____ as identification, and who did/~~did not~~ take an oath.


NOTARY PUBLIC
State of Florida

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27 day of Nov., 1996, by REX WILLIAMS, who is personally known to me OR who produced _____ as identification, and who did/~~did not~~ take an oath.


NOTARY PUBLIC
State of Florida



OFFICIAL SEAL
JOYCE CONSER
My Commission Expires
Dec. 3, 1996
Comm. No. CC 244228



OFFICIAL SEAL
JOYCE CONSER
My Commission Expires
Dec. 3, 1996
Comm. No. CC 244228