

F94000004396

MAHONEY ADAMS & CRISER, P.A.
3400 BARNETT CENTER • 50 NORTH LAURA STREET
POST OFFICE BOX 4099
JACKSONVILLE, FLORIDA 32201
(904) 354-1100 • TELECOPIER (904) 796-2698

G. ALAN HOWARD

DIRECT LINE
(904) 798-2605

December 19, 1997

VIA FEDERAL EXPRESS

Ms. Karen Beyer
Division of Corporations
Secretary of State
409 E. Gaines Street
Tallahassee, Florida 32399

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*****35.00 *****35.00

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SECRETARY OF CORPORATIONS
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Re: North Florida Sweeping, Inc. Merger with
and into GeoWaste of FL, Inc.

Dear Ms. Beyer:

As we discussed on the telephone, please find enclosed for recording a certified copy of a Judgment entered by the United States District Court for the Middle District of Florida in that certain case styled GeoWaste Incorporated v. North Florida Sweeping, Inc., et al. Also enclosed is my firm's check in the amount of \$35.00 to cover the recording fee.

As we discussed, the Judgment provides that the above-referenced merger, whereby North Florida Sweeping, Inc. was merged with and into GeoWaste of FL, Inc. (Secretary of State Reference No. M95486), is rescinded. The legal effect of the Judgment is to treat the merger as having never happened. I understand from our telephone conversation that your office will file the enclosed Judgment in the corporate records and insert into your records for North Florida Sweeping, Inc. a reference to this Judgment. Thereafter, anyone searching the corporate records for North Florida Sweeping, Inc. will see a reference to the merger and to the Judgment rescinding the merger on the same screen.

I also understand that the principals of North Florida Sweeping, Inc. will need to file an Application for Reinstatement. Upon receipt of acknowledgment of recording from you of the enclosed certified Judgment, we will notify their attorneys.

Judgment removing merger originally filed 3/28/96 merging NORTH FLORIDA SWEEPING, INC., #M95486, into GEOWASTE OF FL, INC., #F94000004396.

/sp 1/27/98

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R. AGENT _____
CERT. COPY _____
CUS _____
OVERPAYMENT _____
TOTAL 35

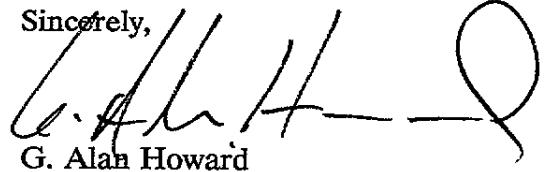
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misc

Ms. Karen Beyer
December 19, 1997
Page 2

If you have any questions regarding the foregoing, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Alan Howard". The signature is stylized with a large, looped "H" and a long, sweeping underline that extends to the right.

G. Alan Howard

GAH/caa
Enclosure

cc: Amy C. MacF. Burbott

o:\corp\howard\geo\nfsi\beyer.ltr

G. ALAN HOWARD, P.A.
3400 BARNETT CENTER • 50 NORTH LAURA STREET
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JACKSONVILLE, FLORIDA 32201
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G. ALAN HOWARD

DIRECT LINE
(904) 798-2605

January 9, 1998

VIA TELECOPY

Ms. Karen Beyer
Division of Corporations
Secretary of State
409 E. Gaines Street
Tallahassee, Florida 32399

Re: GeoWaste of FL, Inc.

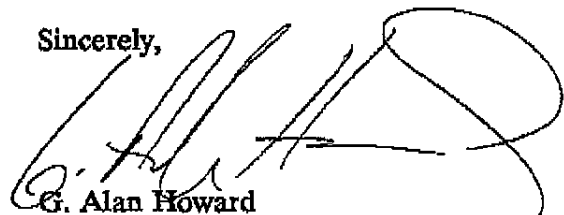
Dear Karen:

I tried to reach you by telephone, but the lines are either down or you guys are incredibly busy.

I am pleased to attach a copy of the Certificate of Name Change, changing the name of "GeoWaste of FL, Inc.", to "GeoWaste of Florida, Inc." I also have a certified copy from the Secretary of State in Delaware which I can put in the overnight delivery to you. Please let me know what you need to make the change on your records, so we can proceed with the "unwinding" of the merger of GeoWaste of FL, Inc. and North Florida Sweeping, Inc.

Hopefully, this will get the last 1997 file off your desk. Thank you again for all of your assistance. Also, thank you for giving us the effective date of December 22, 1997. - order
Please give me a call and let me know what more you need from me.

Sincerely,



G. Alan Howard

GAH/sg
att.

O:\C\N\Geo\NFSI\Beyer.1-9

G. ALAN HOWARD, P.A.
3400 BARNETT CENTER • 50 NORTH LAURA STREET
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JACKSONVILLE, FLORIDA 32201
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G. ALAN HOWARD

DIRECT LINE
(904) 798-2605

January 21, 1998

VIA FEDERAL EXPRESS

Ms. Susan Payne
Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Re: GeoWaste of FL, Inc.

Dear Susan:

Pursuant to our telephone conversation of this date, please find enclosed the following:

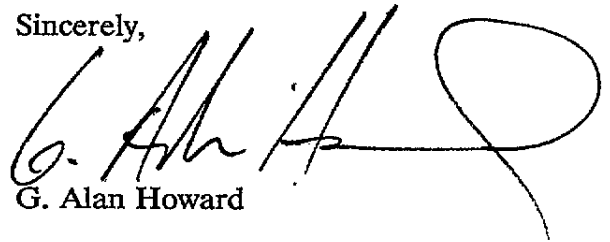
1. Amendment for Foreign Profit Corporation Qualified to do Business in Florida;
2. A check in the amount of \$35.00 for filing fee; and
3. Certified copy of Delaware Secretary of State name change.

The fourth item we discussed is a letter from a director or officer of North Florida Sweeping, Inc. advising the Secretary of State that it is aware of the fact that, effective upon the "unwinding" of the merger of North Florida Sweeping, Inc. and GeoWaste of FL, Inc., North Florida Sweeping, Inc. will be administratively dissolved for failure to file its 1997 annual report. That letter will also advise you that they do not intend to reinstate North Florida Sweeping, Inc. I have spoken with a director of North Florida Sweeping, Inc. who has advised me that they will be forwarding such a letter to you by telecopy.

Ms. Susan Payne
January 21, 1998
Page 2

Thank you again for all of your assistance. If you require anything further, please do not hesitate to call me.

Sincerely,



G. Alan Howard

GAH/sg
Enclosures

cc: Amy C. MacF. Burbott (w/cy encls.)

FILED IN OPEN COURT

JACKSONVILLE, FLORIDA

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

[Signature]

10-14-97

U. S. DISTRICT, COURT
MIDDLE DISTRICT OF FLORIDA

GEOWASTE INCORPORATED, a)
Delaware corporation, and)
GEOWASTE OF FL, INC., a)
Delaware corporation,)

Plaintiffs,)

v.)

G. FRANK McKEOWN, CAROL A.)
McKEOWN and EDGAR W. McCURRY,)
JR.,)

Defendants.)

Case No.: 96-1317-CIV-J-21B

JUDGMENT

All parties to this action having expressly agreed hereto, both in this Judgment and the October 9, 1997 Settlement Agreement entered into between the parties, and in the exercise of the Court's power to do equity among the parties, it is hereby ORDERED and ADJUDGED:

I. That the following agreements or transactions between the parties are declared by the Court to be completely abrogated and annulled, so as to never have had any force and effect whatsoever:

- a. The Agreement and Plan of Merger, executed on March 21, 1996 by GeoWaste Incorporated, GeoWaste of FL, Inc., North Florida Sweeping, Inc. (the Florida corporation), G. Frank McKeown, Carol A. McKeown, and Edgar W. McCurry, Jr.

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DIVISION OF CORPORATIONS
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- b. The merger between North Florida Sweeping, Inc. and GeoWaste of FL, Inc. (since the merger, GeoWaste of FL, Inc. has changed its name to North Florida Sweeping, Inc., a Delaware corporation).
- c. The transfer of common stock of North Florida Sweeping, Inc. to GeoWaste Incorporated and GeoWaste of FL, Inc. from G. Frank McKeown, Carol A. McKeown and Edgar W. McCurry, Jr. Such stock shall be deemed to have been retained by the Shareholders. Any stock certificates of North Florida Sweeping, Inc. (the Florida corporation) in the possession of GeoWaste Incorporated or its subsidiaries shall be returned to North Florida Sweeping, Inc. (the Florida corporation).


II. That no liabilities or any other obligations of any kind or nature (accrued or unaccrued, known or unknown) of North Florida Sweeping, Inc. (the Florida Corporation) shall ever have passed to GeoWaste Incorporated or GeoWaste of FL, Inc. (now named North Florida Sweeping, Inc., a Delaware corporation) except for the financial obligations listed in the Schedule attached hereto as Appendix A. All other liabilities or other obligations of North Florida Sweeping, Inc. (the Florida Corporation) are, and always were, retained by North Florida Sweeping, Inc. (the Florida Corporation).

III. That all other claims, counterclaims and requests for relief by the parties in this action are hereby dismissed with prejudice.

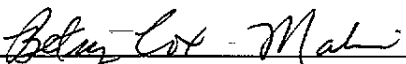
DONE AND ORDERED at Jacksonville, Florida, this 14th day of October, 1997.


RALPH W. NIMMONS, JR.
UNITED STATES DISTRICT JUDGE


STIPULATED AND AGREED:


Michael R. Powers
King & Spalding
191 Peachtree Street, N.E.
Atlanta, Georgia 30303

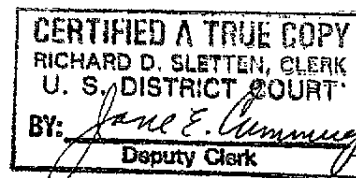
Counsel for Plaintiffs GEOWASTE
INCORPORATED and NORTH FLORIDA
SWEEPING, INC. (formerly known as
GeoWaste of FL, Inc.)


Betsy Cox Mahin
Florida Bar No. 307033
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Blvd.
Suite 1500
Jacksonville, Florida 32207

Counsel for Defendants/Counterplaintiffs G.
FRANK MCKEOWN and CAROL A. MCKEOWN


Charles P. Pillans, III
Florida Bar No. 0100066
Bedell, Dittmar, Devault Pillans & Coxe, P.A.
The Bedell Building
101 East Adams Street
Jacksonville, Florida 32202

Counsel for Defendant/Counterplaintiff
EDGAR W. McCURRY, JR.



PC: Counsel of Record.

SCHEDULE

Promissory Note in the original principal amount of \$210,000 payable to St. Johns Leasing, Inc., dated November 2, 1988.

Loan Agreement with St. Johns Leasing, Inc., dated November 2, 1988.

Security Agreement in favor of St. Johns Leasing, Inc., dated November 2, 1988 encumbering certain equipment as described therein, as amended by Amendment to Security Agreement dated October 8, 1992.

Security Agreement in favor of St. Johns Leasing, Inc., dated November 2, 1988 encumbering certain inventory, accounts receivable, contract rights, chattel paper and general intangibles as described therein.

Promissory Note in the original principal amount of \$15,000 payable to Edgar W. McCurry, Jr., dated December 23, 1992, as assigned to St. Johns Leasing, Inc. by Assignment dated May 1, 1993.

Security Agreement in favor of Edgar W. McCurry, Jr., dated December 23, 1992 encumbering certain equipment as described therein, as assigned to St. Johns Leasing, Inc. by Assignment dated May 1, 1993.

Promissory Note in the original principal amount of \$37,000 payable to Duval Services, Inc. dated September 1, 1993.

Security Agreement in favor of Duval Services, Inc. dated September 1, 1993 encumbering certain equipment as described therein.

Promissory Note in the original principal amount of \$20,000 payable to Barnett Bank of the St. Johns dated December 20, 1994.

Security Agreement in favor of Barnett Bank of the St. Johns dated December 20, 1994 encumbering certain equipment described therein.

Promissory Note in the original principal amount of \$117,000 payable to Barnett Bank of the St. Johns dated May 9, 1995.

Security Agreement in favor of Barnett Bank of the St. Johns dated May 9, 1995 encumbering certain equipment as described therein.

Promissory Note in the original principal amount of \$324,434 payable to Barnett Bank of the St. Johns dated August 25, 1995.

Construction Mortgage in favor of Barnett Bank of the St. Johns dated August 25, 1995 encumbering certain real property described therein.

Loan Agreement with Barnett Bank of the St. Johns dated August 25, 1995.

Promissory Note in the original principal amount of \$60,000 payable to SouthTrust Bank of Jacksonville, N.A. dated November 17, 1992.

Security Agreement in favor of SouthTrust Bank of Jacksonville, N.A. dated November 17, 1992 encumbering certain equipment as described therein.

Promissory Note in the original principal amount of 5,000 payable to G. Frank McKeown and Carol A. McKeown, his wife, dated December 31, 1995.

Promissory Note in the original principal amount of \$5,000 payable to Edgar W. McCurry, Jr. dated December 31, 1995.

City of Jacksonville Performance Bond # 3442 issued by Armor Insurance Co. dated October 1, 1995.

DOT Contract #E2840 Performance Bond #3313 issued by Armor Insurance Co. dated June, 1995.

DOT Contract #E2841 Performance Bond #3312 issued by Armor Insurance Co.

DOT Contract #E3573 Performance Bond #2912 issued by American Bankers Insurance Co. of Florida dated May 15, 1995.

DOT Contract #E3621 Performance Bond #3300 issued by Armor Insurance Co. dated May, 1995.

Indemnity Bond for Solid Waste Disposal Service furnished by the City of Jacksonville dated May 18, 1993 for which a \$30,000 cash bond is posted with the City. Copy is furnished herewith.

Installation and Service Agreement dated September 28, 1994 with Honeywell Protection Services for security system (lease to own); related Equipment Lease Agreement dated October 17, 1994 with Norwest Financial Leasing, Inc.; and Supplement to Equipment Lease Agreement for Additional Equipment dated December 31, 1995.

GMAC Lease Agreement dated March 7, 1995.

NFS accounts payable in the ordinary course of business in existence as of March 21, 1996.

GeoWaste and its subsidiaries are not aware of any financial obligations of NFS as of March 21, 1996 that are unsatisfied and not listed in this Schedule.