

G65542

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

JSD PAVING, INC., a Florida corporation, P95000088580

INTO

J.B. COXWELL CONTRACTING, INC., a Florida corporation, G65542.

File date: September 4, 1997

Corporate Specialist: Joy Moon-French

G65542



ACCOUNT NO. : 072100000032
REFERENCE : 517832 4378683
AUTHORIZATION :
COST LIMIT : \$ PREPAID

ORDER DATE : September 4, 1997

ORDER TIME : 9:33 AM

ORDER NO. : 517832-005

CUSTOMER NO: 4378683

900002284778--3
-09/04/97--01063--010
*****70.00 *****70.00

CUSTOMER: Daniel D. Akel, Esq
Holbrook Akel Cold Stiefel &
Suite 2301
One Independent Drive
Jacksonville, FL 32202

ARTICLES OF MERGER

JSD PAVING, INC.

INFO

J.B. COXWELL CONTRACTING, INC.

FILED
97 SEP -4 PM 2:10
SECRETARY OF STATE
TALLAHASSEE FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Daniel W Leggett
EXAMINER'S INITIALS:

9/4
[Handwritten Signature]
Merger

FILED

ARTICLES AND PLAN OF MERGER

97 SEP -4 PM 2:10

of

JSD PAVING, INC

**SECRETARY OF STATE
TALLAHASSEE FLORIDA**

into

**J.B. COXWELL CONTRACTING, INC.
(the "Surviving Corporation")**

ARTICLES AND PLAN OF MERGER effective close of business on June 30, 1997 between J.B. COXWELL CONTRACTING, INC., a Florida corporation, hereinafter called "Surviving Corporation," and JSD PAVING, INC., a Florida corporation, , hereinafter called "Merged Corporation."

WHEREAS, Surviving Corporation is a corporation organized and existing under the laws of the State of Florida with 1,000 shares of authorized common stock of \$1.00 par value. JSD PAVING, INC. is a corporation organized under the laws of the State of Florida with 100 shares of authorized common stock of \$1.00 par value; and

WHEREAS, the directors of the Surviving Corporation and the Merged Corporation, respectively deem it desirable and in the best interests of the corporations and their shareholders that the Merged Corporation be merged into the Surviving Corporation and the corporations desire that they so merge under and pursuant to the laws of the State of Florida; and

WHEREAS, all of the shareholders of the Surviving Corporation and the Merged Corporation have approved these Articles and Plan of Merger at a meeting held on June 30, 1997.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN SET FORTH, AND FOR THE PURPOSES OF PRESCRIBING THE TERMS AND CONDITIONS OF THE MERGER, THE PARTIES ADOPT ARTICLES AND PLAN OF MERGER AS FOLLOWS:

1. Effective on close of business June 30, 1997 for tax and accounting purposes, the "Effective Date", the Merged Corporation shall be deemed to have merged with and into the Surviving Corporation which shall survive the merger and which shall have the same name as heretofore.

2. The name of the Surviving Corporation shall be J.B. COXWELL CONTRACTING, INC. The purposes for which the Surviving Corporation is formed and the nature of the business

to be transacted by it are general in nature and shall be as set forth in the Articles of Incorporation of the Surviving Corporation.

3. On the effective date of the merger, the By-laws of J.B. COXWELL CONTRACTING, INC. shall be the By-laws of the Surviving Corporation until the same shall be altered, amended or repealed, or until new By-laws shall be adopted, in accordance with the provisions thereof.

4. The Surviving Corporation shall have the same directors and officers who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation, and until their successors have been elected and qualified.

5. On the effective date of the merger, the total amount of capital stock of the Surviving Corporation to be authorized shall be 1,000 shares of \$1.00 par value common stock. There are presently outstanding and issued 110 shares of \$1.00 par value common stock of the Surviving Corporation and 75 shares of \$1.00 par value common stock of JSD PAVING, INC. On the effective date of the merger, all of the shares of the common stock of the Merged Corporation outstanding immediately prior to the effective date of this merger shall be converted into and become 18 shares of outstanding common stock of the Surviving Corporation on the effective date of this merger. Each share of stock of the Surviving Corporation outstanding immediately prior to the merger becoming effective shall remain outstanding immediately after the merger as an identical share of stock of the Surviving Corporation. As a result of the merger, there shall be 128 shares of \$1.00 par value common stock of the Surviving Corporation outstanding and the 18 new shares shall be issued to stockholders of the Merged Corporation in accordance with the resolutions approved by the Board of Directors of both of the Corporations.

6. On the effective date of the merger, all of the property (tangible and intangible), rights, privileges and franchises, of whatsoever nature and description, of the Merged Corporation, including without limitation any chosen in action lawsuits, mortgages, promissory notes and security interests, belonging to the Merged Corporation, shall be transferred to, vested in and shall devolve upon the Surviving Corporation, without further act or deed; and all property rights, privileges and franchises, and every other asset and interest, whether tangible or intangible and real or personal, shall be as effectually the property of the Surviving Corporation as they were of the Merged Corporation, and the title to all real estate vested in the Merged Corporation shall not be deemed to

revert or to be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation. All debts, liabilities and duties of the Merged Corporation shall, thereafter, be assumed by and attached to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties have been incurred or contracted by the Surviving Corporation.

7. The Surviving Corporation shall pay all expenses of the merger agreement and reserves the right to subsequently amend its Articles or Certificate of Incorporation at any time hereafter, in accordance with the provisions of the laws of the State of Florida.

8. The directors and shareholders of the Surviving Corporation and the Merged Corporation unanimously approved and adopted these Articles and Plan of Merger at a meeting held for such purpose on the date of execution of these Articles and Plan of Merger.

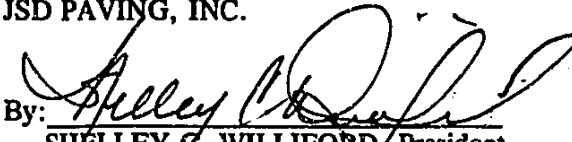
9. The officers of the Surviving Corporation and the Merged Corporation shall cause these Articles of Merger to be filed with the Secretary of the State of Florida in conformity with the laws of that State.

10. The Surviving Corporation will furnish a copy of these Articles and Plan of Merger to any of the shareholders of the Merged Corporation and the Surviving Corporation upon request and without charge.

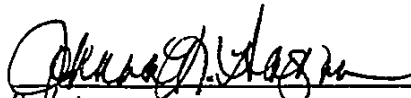
IN WITNESS WHEREOF, the President and Secretary of JSD PAVING, INC., a Florida corporation, and the President and Secretary of J.B. COXWELL CONTRACTING, INC., a Florida corporation, hereby execute these Articles as of the 28 day of August, 1997.


ATTEST: JSD PAVING, INC.


Secretary

By: 
SHELLEY C. WILLIFORD, President
(Corporate Seal)

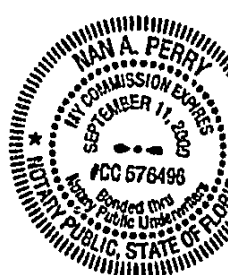

ATTEST: J.B. COXWELL CONTRACTING, INC.


Secretary

By: 
JOHN DAVID COXWELL, President
(Corporate Seal)

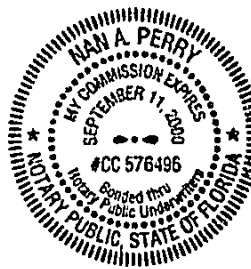
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on the 28 day of August, 1997 by SHELLEY C. WILLIFORD, the President of JSD PAVING, INC., a Florida corporation, on behalf of the corporation, X personally known to me; or _____ who produced a Florida Driver's License identification, and who did take an oath and personally appeared before me.



NOTARY PUBLIC - STATE OF FLORIDA
Print Name: NAN A. PERRY
My Commission Expires: 9/11/00
Commission No.: CC 576496

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on the 28 day of August, 1997 by JOHN DAVID COXWELL, the President of J.B. COXWELL CONTRACTING, INC., a Florida corporation, on behalf of the corporation, X personally known to me; or who produced a Florida Driver's License identification, and who did take an oath and personally appeared before me.



Nan A. Perry
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: NAN A. PERRY
My Commission Expires: 9/11/00
Commission No.: CC 576496