

# H73565

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

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MAIL

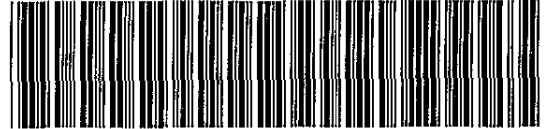
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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500014401845

EFFECTIVE DATE

4/1/03

03/31/03--01032--016 \*\*78.75

RECEIVED  
03 MAR 31 AM 11:36  
DEPT. OF REVENUE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

FILED  
03 MAR 31 PM 12:26  
TALLAHASSEE, FLORIDA

X00789,00524,00672

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

DAVIS PAVING, INC., a Florida corporation P93000011825

INTO

**JR. DAVIS CONSTRUCTION COMPANY, INC.**, a Florida entity, H73565

File date: March 31, 2003, effective April 1, 2003

Corporate Specialist: Annette Ramsey

## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Jr. Davis Construction Company Inc.

Signature \_\_\_\_\_

Requested by: \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Walk-In \_\_\_\_\_

Will Pick Up \_\_\_\_\_

- ☒ Art of Inc. File \_\_\_\_\_
- \_\_\_\_\_ LTD Partnership File \_\_\_\_\_
- \_\_\_\_\_ Foreign Corp. File \_\_\_\_\_
- \_\_\_\_\_ L.C. File \_\_\_\_\_
- \_\_\_\_\_ Fictitious Name File \_\_\_\_\_
- \_\_\_\_\_ Trade/Service Mark \_\_\_\_\_
- ☒ Merger File \_\_\_\_\_
- \_\_\_\_\_ Art. of Amend. File \_\_\_\_\_
- \_\_\_\_\_ RA Resignation \_\_\_\_\_
- \_\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_
- \_\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_
- ☒ Cert. Copy \_\_\_\_\_
- \_\_\_\_\_ Photo Copy \_\_\_\_\_
- \_\_\_\_\_ Certificate of Good Standing \_\_\_\_\_
- \_\_\_\_\_ Certificate of Status \_\_\_\_\_
- \_\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_
- \_\_\_\_\_ Corp Record Search \_\_\_\_\_
- \_\_\_\_\_ Officer Search \_\_\_\_\_
- \_\_\_\_\_ Fictitious Search \_\_\_\_\_
- \_\_\_\_\_ Fictitious Owner Search \_\_\_\_\_
- \_\_\_\_\_ Vehicle Search \_\_\_\_\_
- \_\_\_\_\_ Driving Record \_\_\_\_\_
- \_\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_
- \_\_\_\_\_ UCC 11 Search \_\_\_\_\_
- \_\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_
- \_\_\_\_\_ Courier \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

March 31, 2003

Capital Connection, Inc.  
417 E. Virginia Street  
Suite 1  
Tallahassee, FL 32301

SUBJECT: JR. DAVIS CONSTRUCTION COMPANY, INC.  
Ref. Number: H73565

RECEIVED  
MAY -2 AM 9:50  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

We have received your document for JR. DAVIS CONSTRUCTION COMPANY, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

You have used an incorrect merger form. I have enclosed the correct form for you to fill out and return to us.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey  
Document Specialist

Letter Number: 403A00019213

**RE-SUBMIT**  
PLEASE OBTAIN THE ORIGINAL  
FILE DATE

EFFECTIVE DATE  
4/1/03

**ARTICLES OF MERGER**  
(Profit Corporation)

FILED  
03 MAR 31 PM 12:26  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, F. S.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Jr. Davis Construction Company, Inc.	Florida	H73565

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Davis Paving, Inc.	Florida	P93000011825

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on April 1, 2003.

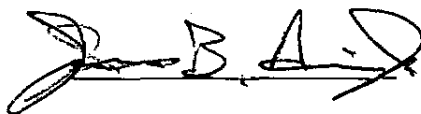
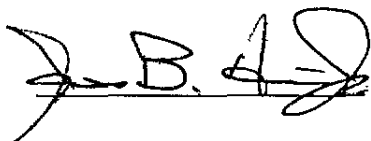
**Fifth:** Adoption of Merger by surviving corporation -

The Plan of Merger was adopted by the shareholders of the surviving corporation on March 27, 2003.

**Sixth:** Adoption of Merger by merging corporation -

The Plan of Merger was adopted by the shareholders of the merging corporation on March 27, 2003.

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name Of Individual &amp; Title</u>
Jr. Davis Construction Company, Inc.		James B. Davis, Jr., President
Davis Paving, Inc.		James B. Davis, Jr., President

**PLAN AND AGREEMENT OF MERGER OF  
DAVIS PAVING, INC. WITH AND INTO  
JR. DAVIS CONSTRUCTION COMPANY, INC.**

This is a Plan and Agreement of Merger adopted, approved and entered into as of March 27, 2003 between DAVIS PAVING, INC., a Florida corporation (the Merging Corporation), and JR. DAVIS CONSTRUCTION COMPANY, INC., a Florida corporation (the Surviving Corporation).

**ARTICLE 1. PLAN OF MERGER**

**Plan Adopted**

1.01. A plan of merger of DAVIS PAVING, INC., a Florida Corporation, and JR. DAVIS CONSTRUCTION COMPANY, INC., a Florida Corporation, pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) DAVIS PAVING, INC. shall be merged with and into JR. DAVIS CONSTRUCTION COMPANY, INC., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be JR. DAVIS CONSTRUCTION COMPANY, INC.

(c) When this agreement shall become effective, the separate corporate existence of DAVIS PAVING, INC. shall cease, and JR. DAVIS CONSTRUCTION COMPANY, INC. shall succeed, without other transfer, to all the rights and property of DAVIS PAVING, INC. and shall be subject to all the debts and liabilities of DAVIS PAVING, INC. in the same manner as if JR. DAVIS CONSTRUCTION COMPANY, INC. had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) JR. DAVIS CONSTRUCTION COMPANY, INC. will carry on business with assets of DAVIS PAVING, INC., as well as with the assets of JR. DAVIS CONSTRUCTION COMPANY, INC.

(e) The shareholders of DAVIS PAVING, INC. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of DAVIS PAVING, INC. surrendered by its shareholders, JR. DAVIS CONSTRUCTION COMPANY, INC. will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of JR. DAVIS CONSTRUCTION COMPANY, INC. will retain their shares as shares of JR. DAVIS CONSTRUCTION COMPANY, INC..

(h) The Articles of Incorporation of JR. DAVIS CONSTRUCTION COMPANY, INC., as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

## **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

### **Merging Corporation**

2.01. As a material inducement to JR. DAVIS CONSTRUCTION COMPANY, INC. to execute this Agreement and perform its obligations under this Agreement, DAVIS PAVING, INC. represents and warrants to JR. DAVIS CONSTRUCTION COMPANY, INC. as follows:

(a) DAVIS PAVING, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) DAVIS PAVING, INC. has an authorized capitalization of 7,500 shares of common stock, each of \$1.00 par value, of which 100 shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Agreement.

(c) DAVIS PAVING, INC. has furnished JR. DAVIS CONSTRUCTION COMPANY, INC. with the audited balance sheet of DAVIS PAVING, INC. as of December 31, 2002 and the related audited statement of income for the twelve months then ended, and an interim unaudited balance sheet as of February 28, 2003 (the Balance Sheet Date) and the related statement of income for the two month period then ended. These financial statements (i) are in accordance with the books and records of DAVIS PAVING, INC.; (ii) fairly present the financial condition of DAVIS PAVING, INC. as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on the basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of DAVIS PAVING, INC. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of DAVIS PAVING, INC. at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of DAVIS PAVING, INC. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. DAVIS PAVING, INC. has not been delinquent in the payment of any tax or assessment.

### **Surviving Corporation**

2.02. As a material inducement to DAVIS PAVING, INC. to execute this Agreement and perform its obligations under this Agreement, JR. DAVIS CONSTRUCTION COMPANY, INC. represents and warrants to DAVIS PAVING, INC. as follows:

(a) JR. DAVIS CONSTRUCTION COMPANY, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) JR. DAVIS CONSTRUCTION COMPANY, INC. has an authorized capitalization of 7,500 shares of common stock, each of \$1.00 par value. As of the date of this Agreement, 100 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

## **ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

### **Interim Conduct of Business; Limitations**

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of JR. DAVIS CONSTRUCTION COMPANY, INC., pending consummation of the merger, DAVIS PAVING, INC. shall not:

- (a) Create or issue any indebtedness for borrowed money.
- (b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

### **Submission to Shareholders**

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.



**Conditions Precedent to Obligations  
of Davis Paving, Inc.**

3.03. Except as may be expressly waived in writing by DAVIS PAVING, INC., all of the obligations of DAVIS PAVING, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by JR. DAVIS CONSTRUCTION COMPANY, INC.:

(a) The representations and warranties made by JR. DAVIS CONSTRUCTION COMPANY, INC. to DAVIS PAVING, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If JR. DAVIS CONSTRUCTION COMPANY, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to DAVIS PAVING, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from DAVIS PAVING, INC.

(b) JR. DAVIS CONSTRUCTION COMPANY, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) JR. DAVIS CONSTRUCTION COMPANY, INC. shall have delivered to DAVIS PAVING, INC. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(d) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

**Conditions Precedent to Obligations  
of Jr. Davis Construction Company, Inc.**

3.04. Except as may be expressly waived in writing by JR. DAVIS CONSTRUCTION COMPANY, INC., all of the obligations of JR. DAVIS CONSTRUCTION COMPANY, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by DAVIS PAVING, INC.:

(a) The representations and warranties made by DAVIS PAVING, INC. to JR. DAVIS CONSTRUCTION COMPANY, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If DAVIS PAVING, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to JR. DAVIS

CONSTRUCTION COMPANY, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from JR. DAVIS CONSTRUCTION COMPANY, INC.

(b) DAVIS PAVING, INC. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) DAVIS PAVING, INC. shall have delivered to JR. DAVIS CONSTRUCTION COMPANY, INC. a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of DAVIS PAVING, INC. certifying to the satisfaction of the conditions specified in Subparagraphs (a), (b) and (e) of this Paragraph 3.04.

(d) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(e) Each stockholder shall have delivered a letter to JR. DAVIS CONSTRUCTION COMPANY, INC. containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

#### **ARTICLE 4. MANNER OF CONVERTING SHARES**

##### **Manner**

4.01. The holders of shares of DAVIS PAVING, INC. shall surrender their shares to the Secretary of JR. DAVIS CONSTRUCTION COMPANY, INC. promptly after the Effective Date, in exchange for shares of JR. DAVIS CONSTRUCTION COMPANY, INC. to which they are entitled under this Article 4.

##### **Basis**

4.02. The shareholders of DAVIS PAVING, INC. shall be entitled to receive one (1) share of common stock of JR. DAVIS CONSTRUCTION COMPANY, INC., each of \$1.00 par value, for each twenty (20) shares of common stock of DAVIS PAVING, INC.

##### **Shares of Surviving Corporation**

4.03. (a) The currently outstanding 100 shares of common stock of JR. DAVIS CONSTRUCTION COMPANY, INC., each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

#### **ARTICLE 5. DIRECTORS AND OFFICERS**

### **Directors and Officers of Surviving Corporation**

5.01. (a) The present Board of Directors of JR. DAVIS CONSTRUCTION COMPANY, INC. shall continue to serve as the board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of JR. DAVIS CONSTRUCTION COMPANY, INC. on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of JR. DAVIS CONSTRUCTION COMPANY, INC..

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of JR. DAVIS CONSTRUCTION COMPANY, INC. shall remain as officers of JR. DAVIS CONSTRUCTION COMPANY, INC. until its Board of Directors shall determine otherwise. The Board of Directors of JR. DAVIS CONSTRUCTION COMPANY, INC. may elect or appoint additional officers as it deems necessary.

### **ARTICLE 6. BYLAWS**

#### **ByLaws of the Surviving Corporation**

6.01. The bylaws of JR. DAVIS CONSTRUCTION COMPANY, INC., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

### **ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF MERGING CORPORATION**

#### **Nature and Survival of Representations and Warranties**

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of DAVIS PAVING, INC., JR. DAVIS CONSTRUCTION COMPANY, INC., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three (3) years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

#### **Indemnification**

7.02. DAVIS PAVING, INC. agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall indemnify and hold harmless JR. DAVIS CONSTRUCTION COMPANY, INC. against and in respect of all damages (as defined in this paragraph) in excess of \$5,000 in the aggregate. Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to JR. DAVIS CONSTRUCTION COMPANY, INC. from (i) any inaccurate representation made by or on behalf of DAVIS PAVING, INC. or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of DAVIS PAVING, INC. or the stockholders, in or pursuant to this Agreement; (iii) breach or default in the performance by DAVIS PAVING, INC. of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the stockholders of any of the obligations to be performed by them under any agreement delivered by them to JR. DAVIS CONSTRUCTION COMPANY, INC. pursuant to this Agreement. The stockholders shall reimburse JR. DAVIS CONSTRUCTION COMPANY, INC. on demand for any payment made or for any loss suffered by JR. DAVIS CONSTRUCTION COMPANY, INC. at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to JR. DAVIS CONSTRUCTION COMPANY, INC. by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against JR. DAVIS CONSTRUCTION COMPANY, INC. for which JR. DAVIS CONSTRUCTION COMPANY, INC. claims indemnity against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by JR. DAVIS CONSTRUCTION COMPANY, INC., which approval shall not be unreasonably withheld; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the stockholders; and (iii) counsel for JR. DAVIS CONSTRUCTION COMPANY, INC. may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of JR. DAVIS CONSTRUCTION COMPANY, INC.

## ARTICLE 8. TERMINATION

### Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

- (a) By mutual consent of the Board of Directors of the constituent corporations.
- (b) At the election of the Board of Directors of either constituent corporation if:

- (1) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (2) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (3) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of JR. DAVIS CONSTRUCTION COMPANY, INC. if without the prior consent in writing of JR. DAVIS CONSTRUCTION COMPANY, INC., DAVIS PAVING, INC. shall have:

- (1) Created or issued any indebtedness for borrowed money.
- (2) Entered into any transaction other than those involved in carrying on its business in the usual manner.

#### **Notice of and Liability on Termination**

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President and any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for each constituent corporation's payment of its own costs and expenses incident to this Agreement, there shall be not liability on the part of either constituent corporation as a result of the termination and abandonment.

### **ARTICLE 9. INTERPRETATION AND ENFORCEMENT**

#### **Further Assurances**

9.01. DAVIS PAVING, INC. agrees that from time to time, as and when requested by JR. DAVIS CONSTRUCTION COMPANY, INC. or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. DAVIS PAVING, INC. further agrees to take or cause to be taken any further or other actions as JR. DAVIS CONSTRUCTION COMPANY, INC. may deem necessary or desirable to vest in, to

perfect in, or to conform of record or otherwise to JR. DAVIS CONSTRUCTION COMPANY, INC. title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

#### Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

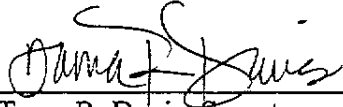
Jr. Davis Construction Company, Inc.  
210 South Hoagland Blvd.  
Kissimmee, Florida 34741

Davis Paving, Inc.  
210 South Hoagland Blvd.  
Kissimmee, Florida 34741

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization of the Board of Directors and Shareholders of the Constituent Corporations, as of the date first above written.

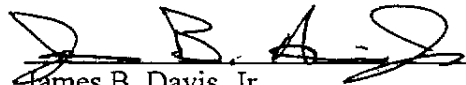
(CORPORATE SEAL)

ATTEST:

  
Tama R. Davis, Secretary

JR. DAVIS CONSTRUCTION COMPANY, INC.


By:

  
James B. Davis, Jr.

As its: President


(CORPORATE SEAL)

ATTEST:

  
Tama R. Davis, Secretary

DAVIS PAVING, INC.

By:

  
James B. Davis, Jr.

As its: President