

J70588

MOSS & ROCOVICH

ATTORNEYS-AT-LAW

A PROFESSIONAL CORPORATION

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FILED

01 FEB 27 PM 12:03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILE NO:

February 19, 2001

4307

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Articles of Merger

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-02/27/01--01136--010
*****78.75 *****78.75

Dear Sir/Madam:

Enclosed please find original Articles of Merger of Ham Sanitary Landfill, Inc., a Florida corporation, and MAH Equipment, Inc., a Virginia corporation. Ham Sanitary Landfill, Inc. is the surviving corporation.

Please file the Articles of Merger at your earliest possible convenience and return a certified copy of the acknowledgment of the approved merger to my attention in the pre-posted envelope I have included.

I have enclosed a check in the amount of \$78.50 for the filing and certified copy fees.

Should you have questions or need additional information, please contact me. Thank you for your assistance.

Sincerely,

MOSS & ROCOVICH, P.C.

Barbara Fulgaro

Barbara Fulgaro
Legal Assistant

*Merger
3-1-01
BJS*

/baf
Enclosures

ARTICLES OF MERGER
Merger Sheet

MERGING:

MAH EQUIPMENT, INC., a non qualified Virginia corporation

INTO

HAM SANITARY LANDFILL, INC., a Florida entity, J70588

File date: February 27, 2001

Corporate Specialist: Doug Spitler

**ARTICLES OF MERGER OF
HAM SANITARY LANDFILL, INC.
AND
MAH EQUIPMENT, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Section 607.1105 of the Florida Business Corporation Act and Section 13.1-720 of the Virginia Stock Corporation Act.

(1) The name and jurisdiction of the surviving corporation is HAM SANITARY LANDFILL, INC., a Florida corporation.

(2) The name and jurisdiction of the merging corporation is MAH EQUIPMENT, INC., a Virginia corporation.

(3) The Plan of Merger is attached.

(4) The merger is permitted by the laws of Florida under whose laws the surviving corporation is incorporated, and the surviving corporation has complied with such laws in effecting the merger.

(5) The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

(6) The Plan of Merger was adopted by unanimous consent of the shareholders of the surviving corporation on February 14, 2001.

(7) The Plan of Merger was adopted by unanimous consent of the shareholders of the merging corporation on February 14, 2001.

The undersigned President of Ham Sanitary Landfill, Inc. and MAH Equipment, Inc. declares that the facts stated herein are true as of Feb 14, 2001.

HAM SANITARY LANDFILL, INC., a Florida corporation

By: Harry D. Humphrey, Jr.
Harry D. Humphrey, Jr., President

MAH EQUIPMENT, INC., a Virginia corporation

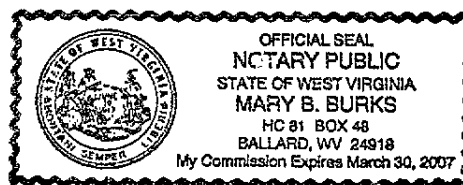
By: Harry D. Humphrey, Jr.
Harry D. Humphrey, Jr., President

*State of WV
County of Monroe*

Signed on the 14th day of February, 2001.

*Mary B Burks
Notary Public*

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PLAN AND AGREEMENT OF MERGER

MAH EQUIPMENT, INC., a Virginia corporation INTO HAM SANITARY LANDFILL, INC., a Florida corporation

PLAN AND AGREEMENT OF MERGER (hereinafter called this Agreement"), dated as of February 14, 2001, by and between MAH EQUIPMENT, INC., a Virginia corporation (hereinafter sometimes referred to as "MAH EQUIPMENT"), and HAM SANITARY LANDFILL, INC., a Florida corporation (hereinafter sometimes referred to as "HAM SANITARY LANDFILL"), said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations."

: W I T N E S S E T H :

WHEREAS, MAH EQUIPMENT, INC. is a corporation duly organized and existing under the laws of the Commonwealth of Virginia, having been incorporated on October 7, 1987, and HAM SANITARY LANDFILL, Inc. is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on April 29, 1987; and

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Florida and the Commonwealth of Virginia.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Florida and the Commonwealth of Virginia, that the Constituent Corporations shall be merged into a single corporation, to-wit: HAM SANITARY LANDFILL, one of the Constituent Corporations, which is not a new corporation and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereafter being sometimes called the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth.

ARTICLE I

EFFECTIVE TIME OF THE MERGER

At the effective time of the Merger, the separate existence of MAH EQUIPMENT shall cease and MAH EQUIPMENT shall be merged into the Surviving Corporation. Consummation of this Agreement for accounting purposes shall be the date on which the Florida Department of State issues the Certificate of Merger.

ARTICLE II

BYLAWS

The Bylaws of HAM SANITARY LANDFILL at the effective time of the Merger shall be the Bylaws of the Surviving Corporation until same shall be altered or amended in accordance with the provisions thereof.

ARTICLE III

DIRECTORS AND OFFICERS

The directors of HAM SANITARY LANDFILL at the effective time of the Merger, shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors of the Surviving Corporation as provided by law and the Bylaws of the Surviving Corporation, the officers of HAM SANITARY LANDFILL, at the effective time of the Merger, shall be the officers of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES IN THE MERGER

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of common stock of the Constituent Corporations into shares of common stock of the Surviving Corporation are as follows:

1. **HAM SANITARY LANDFILL Common Stock.** None of the shares of Common Stock of Ham Sanitary Landfill, issued at the effective time of the merger, shall be converted as a result of the Merger, but shall remain as Common Shares of the Surviving Corporation without change.

2. **Common Stock.** At the effective time of the Merger, each share of Common Stock of MAH EQUIPMENT issued and outstanding shall be converted into and become one share of Common Stock of the Surviving Corporation and each individual

holder of outstanding Common Stock of MAH EQUIPMENT, upon surrender to the Surviving Corporation of one or more stock certificates for Common Stock of MAH EQUIPMENT, for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of Common Stock of the Surviving Corporation into which the Common Stock of MAH EQUIPMENT so surrendered shall have been converted as aforesaid, together with any dividends on Common Stock of the Surviving Corporation as to which the payment date shall have occurred on or prior to the date of the surrender of said shares.

3. **Surrender of MAH EQUIPMENT Common Stock.** As soon as practicable after the Merger becomes effective, the stock certificates representing MAH EQUIPMENT issued and outstanding Common Stock and held by the individual Stockholders at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Corporation as above provided. Until so surrendered for exchange, each such stock certificate nominally representing Common Stock of MAH EQUIPMENT shall be deemed for all corporate purposes (except the payment of dividends, which shall be subject to the exchange of stock certificates as provided) to evidence the ownership of the number of shares of Common Stock of the Surviving Corporation which the holder thereof would be entitled to receive upon its surrender to the Surviving Corporation.

4. **Status of Converted Stock.** All shares of Common Stock of the Surviving Corporation into which shares of Common Stock of MAH EQUIPMENT are converted as herein provided shall be fully paid and nonassessable and shall be issued in full satisfaction of all rights pertaining to such shares of Common Stock of MAH EQUIPMENT.

ARTICLE V

EFFECT OF MERGER

At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, immunities, powers, and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers, and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of the said corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the

Merger; provided, however, that all the rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

ARTICLE VI

ADDITIONAL AGREEMENTS

The Constituent Corporations further agree as follows:

1. **Tax Consequences.** This merger is pursuant to Title 26 U. S. Code Section 368(a)(1)(A) (26 USCS § 368(a)(1)(A)) which is intended to be a tax-free merger under the laws of the United States of America and the Commonwealth of Virginia.

2. **Expenses.** Upon a termination of this agreement, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements of its accountants and control.

3. **Further Assurances.** If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm of record or otherwise, in the surviving Corporation, the title to any property or rights of MAH EQUIPMENT acquired or to be acquired by or as a result of the Merger, the proper officers and directors of MAH EQUIPMENT and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of MAH EQUIPMENT or the Surviving Corporation to vest, perfect, or confirm title to such other property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

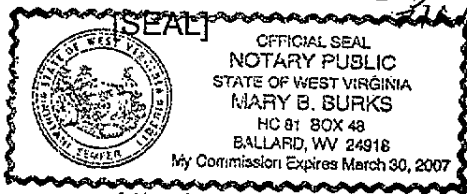
ARTICLE VII

APPROVAL OF SHAREHOLDERS; FILING OF ARTICLES OF MERGER

This agreement shall be submitted to the Shareholders of each of the Constituent Corporations. After such approval and adoption, Articles of Merger shall be signed, verified, and delivered to the Florida Department of State and the Virginia State Corporation Commission.

IN WITNESS WHEREOF, this agreement has been signed by all of the directors of each of the Constituent Corporations and each of the Constituent Corporations has caused its corporate seal to be hereunto affixed and attested by the signature of its Secretary or an Assistant Secretary, all as of the day and year first above written.

State of WV
County of Monroe
Signed on the 14th day of Feb. 2001
Mary B Burks
Notary Public



Attest:

John H Allen
John H. Allen, Secretary

HAM SANITARY LANDFILL,
a Florida corporation

By: Harry D. Humphrey, Jr.
Harry D. Humphrey, Jr., President

ALL OF THE DIRECTORS OF HAM SANITARY
LANDFILL, INC.

Harry D. Humphrey, Jr.
Harry D. Humphrey, Jr.

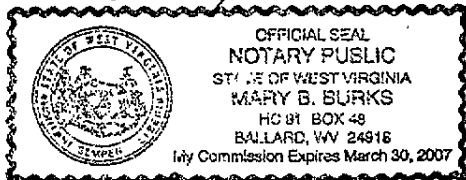
John H Allen
John H. Allen

State of WV
County of Monroe

Signed on the 14th day of Feb 2001
Mary B. Burks
Notary Public

MAH EQUIPMENT, INC.,
a Virginia corporation

[SEAL]



Attest:

John H. Allen

John H. Allen, Secretary

By: Harry D. Humphrey, Jr.
Harry D. Humphrey, Jr., President

ALL OF THE DIRECTORS OF MAH
EQUIPMENT, INC.

Harry D. Humphrey, Jr.
Harry D. Humphrey, Jr.

John H. Allen
John H. Allen