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In Affiliation With:
Gold, Resnick, Silverman & Boutzoukas, P.A.
Clearwater, Florida

September 10, 2002

Department of State
Division of Corporations
Corporate Filings
Post Office Box 6327
Tallahassee, FL 32314

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L-12103

Re: Articles of Merger for Jefferson County Transportation Services, L.L.C. into
Jefferson County Yellow Cab, L.L.C.
Our File No.: 3612

L-12105

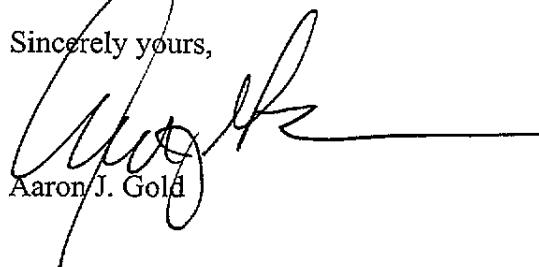
Dear Sir or Madam:

Enclosed for filing with the Division of Corporation is the original Articles of Merger of Jefferson County Transportation Services, L.L.C., a Florida limited liability company into Jefferson County Yellow Cab, L.L.C., a Florida limited liability company, with the original of the Plan of Merger attached. Also enclosed are \$55.00 check #25519 and \$25.00 check #25521 for the filing fee and to obtain a certified copy of the Articles of Merger.

Please call if you need additional information or clarification.

Sincerely yours,

Aaron J. Gold



AJG/scb
Enclosures

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ARTICLES OF MERGER
Merger Sheet

MERGING:

JEFFERSON COUNTY TRANSPORTATION SERVICES, L.L.C. a Florida entity
L00000012103

into

JEFFERSON COUNTY YELLOW CAB, L.L.C., a Florida entity L00000012105

File date: September 12, 2002

Corporate Specialist: Lee Rivers

ARTICLES OF MERGER
OF
JEFFERSON COUNTY TRANSPORTATION SERVICES, L. L. C., a
Florida limited liability company
INTO
JEFFERSON COUNTY YELLOW CAB, L. L. C., a Florida
limited liability company

Pursuant to Section 608.4382, of the Florida Statutes, the undersigned Florida limited liability companies, Jefferson County Transportation Services, L. L. C., 2316 B First Avenue South, Birmingham, Alabama 35233, Florida Document Number L00000012103, FEI Number 593684795, and Jefferson County Yellow Cab, L. L. C., 2316 B First Avenue South, Birmingham, Alabama 35233, Florida Document Number L00000012105, FEI Number 593684796, adopt the following Articles of Merger for the purpose of merging Jefferson County Transportation Services, L. L. C. into Jefferson County Yellow Cab, L. L. C.

1. **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of Jefferson County Transportation Services, L. L. C., into Jefferson County Yellow Cab, L. L. C., is attached to these Articles as an exhibit and incorporated herein by reference.

2. **Adoption of Plan.**

(A) There are 95 membership units of Jefferson County Yellow Cab, L. L. C., issued and outstanding that were entitled to vote on the Plan of Merger, 95 membership units were voted in favor of the Plan of Merger, and no membership units were voted against the Plan of Merger, at a special meeting of the Members of Jefferson County Yellow Cab, L. L. C., held telephonically on the 20th day of August, 2002.

(B) There are 95 membership units of Jefferson County Transportation Services, L. L. C., issued and outstanding that were entitled to vote on the Plan of Merger, 95 membership units were voted in favor of the Plan of Merger, and no membership units were voted against the Plan of Merger, at a special meeting of the Members of Jefferson County Transportation Services, L. L. C., held telephonically on the 20th day of August, 2002.

3. **Effective Date.** The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

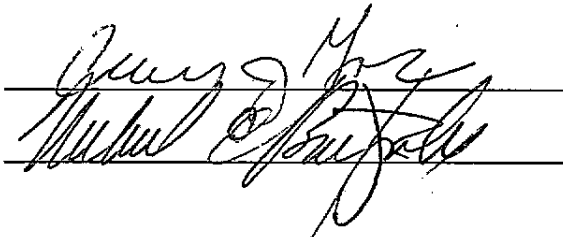
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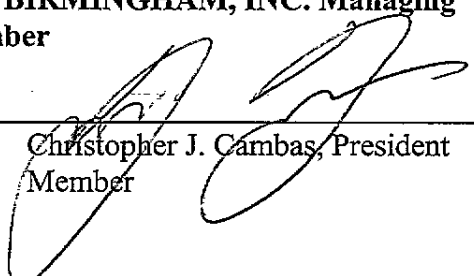
IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of the 22nd day of August, 2002.

SURVIVING CORPORATION:

Jefferson County Yellow Cab, L. L. C.
a Florida limited liability company

CJC BIRMINGHAM, INC. Managing Member

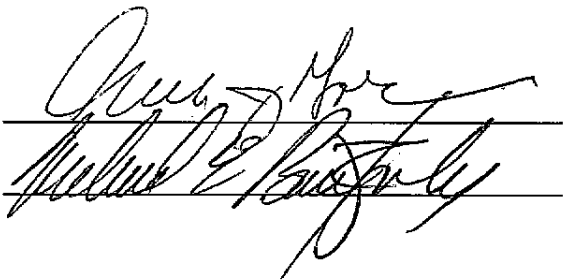


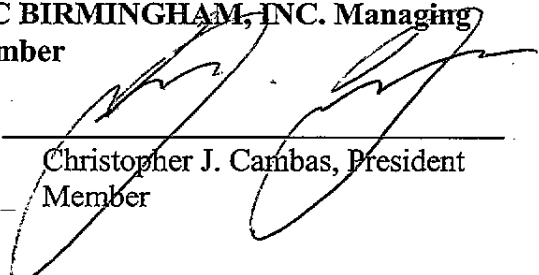
By: 
Christopher J. Cambas, President
Member

MERGING CORPORATION:

Jefferson County Transportation Services, L. L. C.
a Florida limited liability company

CJC BIRMINGHAM, INC. Managing Member



By: 
Christopher J. Cambas, President
Member

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**PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF JEFFERSON COUNTY TRANSPORTATION
SERVICES, L.L.C., a Florida limited liability company
WITH AND INTO
JEFFERSON COUNTY YELLOW CAB, L. L. C., a Florida limited liability company,
UNDER THE NAME OF
JEFFERSON COUNTY YELLOW CAB, L. L. C., a Florida limited liability company**

This is a Plan and Agreement of Merger ("Agreement") dated the 13th day of August, 2002, between **JEFFERSON COUNTY TRANSPORTATION SERVICES, L. L. C., a Florida limited liability company**, (the "Merging Corporation"), and **JEFFERSON COUNTY YELLOW CAB, L. L. C., a Florida limited liability company** (the "Surviving Company").

**ARTICLE I
PLAN OF MERGER**

1.01 Plan Adopted. A plan of merger of Jefferson County Transportation Services, L. L. C., and Jefferson County Yellow Cab, L. L. C., pursuant to Section 608.438 of the Florida Statutes is adopted as follows:

(A) Jefferson County Transportation Services, L. L. C., shall be merged with and into Jefferson County Yellow Cab, L. L. C., to exist and be governed by the laws of the State of Florida.

(B) The name of the Surviving Company shall be Jefferson County Yellow Cab, L. L. C.

(C) When this Agreement shall become effective, the separate existence of Jefferson County Transportation Services, L. L. C., shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Jefferson County Transportation Services, L. L. C., and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(D) The Surviving Company will carry on business with the assets of Jefferson County Transportation Services, L. L. C., as well as with the assets of Jefferson County Yellow Cab, L. L. C.

(E) The members of Jefferson County Transportation Services, L. L. C. will surrender all of their membership interests in the manner hereinafter set forth.

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(F) In exchange for the membership interests of Jefferson County Transportation Services, L. L. C., surrendered by its members, the Surviving Company shall issue and transfer to the members, on the basis set forth in Article IV, below, membership interests.

(G) The members of Jefferson County Transportation Services, L. L. C., will retain their membership interests as membership interests of the Surviving Corporation.

(H) The Articles of Organization of Jefferson County Yellow Cab, L. L. C., as existing on the effective date of the merger, shall continue in full force as the Articles of Organization of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02 **Effective Date.** The effective date of the merger ("Effective Date") shall be the effective date of filing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATION

2.01 **Non-Survivor.** As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, Jefferson County Transportation Services, L. L. C., represents and warrants to the Surviving Company as follows:

(A) Jefferson County Transportation Services, L. L. C., is duly organized, validly existing, and in good standing under the laws of the State of Florida with the power and authority to own property and carry on its business as it is now being conducted.

(B) Jefferson County Transportation Services, L. L. C., is authorized to issue membership interests, of which 95 membership units are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. Jefferson County Transportation Services, L. L. C., is not currently liable on account of any indebtedness for borrowed money and there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatsoever under which Jefferson County Transportation Services, L. L. C., is or may be obligated to issue or purchase membership interests.

(C) Jefferson County Transportation Services, L. L. C., has furnished the Surviving Corporation with its balance sheet as of December 31, 2001, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Jefferson County Transportation Services, L. L. C., (2) fairly present the financial condition of Jefferson County Transportation Services L. L. C., as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive

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basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Jefferson County Transportation Services, L. L. C. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of Jefferson County Transportation Services, L. L. C., 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 Jefferson County Transportation Services, L. L. C., 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. Jefferson County Transportation Services, L. L. C., has not been delinquent in the payment of any tax or assessment.

(E) CJC Birmingham, Inc., NAC Birmingham, Inc., J. Camp, Ltd., Alabama, Inc., RPR Birmingham, Inc., and MGZ Birmingham, Inc., are, and at the time of the effective date of the merger will be, the lawful owners of the membership interests of Jefferson County Transportation Services, L. L. C., free and clear of all liens, claims, encumbrances and restrictions of every kind. The aforementioned members have full legal right, power, and authority to sell, assign, and transfer their membership interests in Jefferson County Transportation Services, L. L. C. The delivery of the membership interests to the Surviving Company pursuant to the provisions of this Agreement will transfer valid title to the membership interests, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) Jefferson County Transportation Services, L. L. C., has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Jefferson County Transportation Services, L. L. C.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets.

(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Jefferson County Transportation Services, L. L. C. or any of its members that would affect it or its properties, assets, or business; and neither Jefferson County Transportation Services, L. L. C., nor any of its members are aware of any facts that to its or their knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Jefferson County Transportation Services, L. L. C. Jefferson County Transportation Services, L. L. C., is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(H) The business operation of Jefferson County Transportation Services, L. L. C. has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Jefferson County Transportation Services, L. L. C., is not in violation of, or in default under, any term or provision of its Articles of Organization, as amended, or its Operating Agreement, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Jefferson County Transportation Services, L. L. C., or that would prohibit the members from entering into this Agreement or prevent consummation of this Agreement.

(I) Jefferson County Transportation Services, L. L. C., has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(J) Prior to the closing date, Jefferson County Transportation Services, L. L. C., will have delivered to Jefferson County Yellow Cab, L. L. C., a separate schedule of assets containing:

(1) a true and complete list of accounts receivable as of a date no earlier than the balance sheet date;

(2) a true and complete list of all capitalized equipment owned by Jefferson County Transportation Services, L. L. C., setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;

(3) a true and complete description of all equipment held or used by Jefferson County Transportation Services, L. L. C., under lease or similar arrangement; and

(4) a complete schedule of all insurance policies of Jefferson County Transportation Services, L. L. C., in effect at the time of delivery of the schedule.

(K) Jefferson County Transportation Services, L. L. C., is not a party to, or otherwise bound by, any written or oral:

(1) contract or agreement not made in the ordinary course of business;

(2) employment or consultant contract that is not terminable at will without cost or other liability to Jefferson County Transportation Services, L. L. C., or any successor;

(3) bonus, pension, profit sharing, retirement, share purchase, stock option, hospitalization, group insurance or similar plan that provides employee benefits;

(4) lease with respect to any property, real or personal, whether as lessor or lessee;

(5) advertising contract or contract for public relations services;

(6) purchase, supply or service contracts in excess of \$1,000.00 each or in the aggregate of \$10,000.00;

(7) deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of Jefferson County Transportation Services, L. L. C., are subjected to a lien, encumbrance, charge, or other restriction; and

(8) contract or other commitment continuing for a period of more than thirty (30) days that is not terminable without cost or liability to Jefferson County Transportation Services, L. L. C., or its successors.

(L) The books of account, limited liability book, and membership transfer ledgers of Jefferson County Transportation Services, L. L. C., are complete and correct, and there have been no transactions involving Jefferson County Transportation Services, L. L. C., that properly should have been set forth in those books, other than those set forth in those books.

(M) Jefferson County Transportation Services, L. L. C., represents and warrants that it has made full and complete disclosures of any material facts to the Surviving Company, which facts if known by the Surviving Company or its members, would cause the Surviving Company to abandon the proposed merger with Jefferson County Transportation Services, L. L. C.

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2.02 Survivor. As a material inducement to Jefferson County Transportation Services, L. L. C., to execute this Agreement and perform its obligations under this Agreement, Jefferson County Yellow Cab, L. L. C., warrants to Jefferson County Transportation Services, L. L. C., as follows:

(A) Jefferson County Yellow Cab, L. L. C., is duly organized, validly existing, and in good standing under the laws of the State of Florida with power and authority to own property and carry on its business as it is now being conducted.

(B) Jefferson County Yellow Cab, L. L. C., is authorized to issue membership interests. As of the date of this Agreement, 95 membership units are outstanding, fully paid, and nonassessable.

(C) Jefferson County Yellow Cab, L. L. C., has furnished the Merging Corporation with its balance sheet of Jefferson County Yellow Cab, L. L. C., as of December 31, 2001, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Jefferson County Yellow Cab, L. L. C., (2) fairly present the financial condition of Jefferson County Yellow Cab, L. L. C., as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Jefferson County Yellow Cab, L. L. C. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of Jefferson County Yellow Cab, L. L. C., 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 Jefferson County Yellow Cab, L. L. C., 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. Jefferson County Yellow Cab, L. L. C., has not been delinquent in the payment of any tax or assessment.

(E) Jefferson County Yellow Cab, L. L. C., has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Jefferson County Yellow Cab, L. L. C.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets, except in the ordinary course of business.

(F) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Jefferson County Yellow Cab, L. L. C., that would affect it or its properties, assets, or business; and Jefferson County Yellow Cab, L. L. C., is not aware of any facts that to its knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Jefferson County Yellow Cab, L. L. C. Jefferson County Yellow Cab, L. L. C., is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(G) The business operation of Jefferson County Yellow Cab, L. L. C., has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Jefferson County Yellow Cab, L. L. C., is not in violation of, or in default under, any term or provision of its Articles of Organization, as amended, or its Operating Agreement, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Jefferson County Yellow Cab, L. L. C., or that would prohibit Jefferson County Yellow Cab, L. L. C., from entering into this Agreement or prevent consummation of this Agreement.

(H) Jefferson County Yellow Cab, L. L. C., has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(I) The books of account, limited liability books, and membership share transfer ledgers of Jefferson County Yellow Cab, L. L. C., are complete and correct, and there have been no transactions involving Jefferson County Yellow Cab, L. L. C., that properly should have been set forth in those books, other than those set forth in those books.

(J) Jefferson County Yellow Cab, L. L. C., represents and warrants that it has made full and complete disclosures of any material facts to the Merging Corporation, which facts if known by the Merging Corporation or its members, would cause the Merging Corporation to abandon the proposed merger with Jefferson County Yellow Cab, L. L. C.

ARTICLE III
COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01 Interim Conduct of Business; Limitations. Except as limited by this paragraph 3.01, pending consummation of the merger, each of the constituent companies 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.

3.02 Submission To Members. This Agreement shall be submitted separately to the members of the constituent companies in the manner provided by the laws of the State of Florida for approval.

3.03 Conditions Precedent to Obligations of Jefferson County Transportation Services, L. L. C. Except as may be expressly waived in writing by Jefferson County Transportation Services, L. L. C., all the obligations of Jefferson County Transportation Services, L. L. C., under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Jefferson County Yellow Cab, L. L. C.,:

(A) The representations and warranties made by Jefferson County Yellow Cab, L. L. C., to Jefferson County Transportation Services, L. L. C., in Article II of 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.

(B) Jefferson County Yellow Cab, L. L. C. 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) 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 transaction contemplated by this Agreement.

(D) All proceedings and actions taken in connection with the transaction contemplated by this Agreement and all certificates, opinions, agreements, instruments and documents shall be satisfactory in form and substance to counsel for Jefferson County Transportation Services, L. L. C.

3.04 Conditions Precedent to Obligations of Jefferson County Yellow Cab, L. L. C. Except as may be expressly waived in writing by Jefferson County Yellow Cab, L. L. C., all the obligations of Jefferson County Yellow Cab, L. L. C., under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Jefferson County Transportation Services, L. L. C.

(A) The representations and warranties made by Jefferson County Transportation Services, L. L. C. to Jefferson County Yellow Cab, L. L. C., in Article II 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.

(B) Jefferson County Transportation Services, L. L. C., 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) 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.

ARTICLE IV **MANNER OF CONVERTING MEMBERSHIP INTERESTS**

4.01 Manner. The holders of membership interests in Jefferson County Transportation Services, L. L. C., shall surrender their membership interests to the Managing Member of the Surviving Company promptly after the effective date, in exchange for membership interests of the Surviving Company to which they are entitled under this Article IV.

4.02 Basis. Each member shall be entitled to receive one (1) membership unit of the Surviving Company for each membership unit that the member owned in the Merging Company.

4.03 Membership Units of Surviving Company. The currently outstanding number of membership units in the Surviving Company shall remain outstanding in the Surviving Company.

ARTICLE V **MANAGING MEMBER AND OFFICERS**

5.01 Managing Member and Officers of Surviving Company. The Managing Member of the Surviving Company shall remain as Managing Member. All persons who as of the effective date of the merger shall be executive or administrative officers of Jefferson County Yellow Cab, L. L. C., shall remain as officers of the Surviving Company until the members of the Surviving Company shall determine otherwise.

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ARTICLE VI
OPERATING AGREEMENT

6.01 Operating Agreement of the Surviving Company. The Operating Agreement of Jefferson County Yellow Cab, L. L. C., existing on the effective date of the merger, shall continue in full force as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

ARTICLE VII
NATURE AND SURVIVAL OF WARRANTIES,
INDEMNIFICATION AND EXPENSES OF NONSURVIVOR

7.01 Nature and Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of Jefferson County Transportation Services, L. L. C., Jefferson County Yellow Cab, L. L. C., or the members 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 shall survive for a period of one (1) year after the effective date. No inspection, examination or audit made on behalf of the parties or the members shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE VIII
TERMINATION

8.01 Circumstances. 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 members of either of the constituent companies:

(A) By mutual consent of the members of the constituent companies.

(1) The members of Jefferson County Yellow Cab, L. L. C., dissent so that, in their opinion the merger will be inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent company, or any of its assets, that, in the opinion of the members of either company, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of the members of either company, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the effective date, there shall have been, in the opinion of the members of either company, any materially adverse change in the business or condition, financial or otherwise, of either constituent company.

8.02 Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(A) The Managing Member of the constituent company who made the election shall give immediate written notice of the election to the other constituent company.

(B) On the giving of notice provided in subparagraph (A), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent company as a result of the termination and abandonment.

ARTICLE IX **INTERPRETATION AND ENFORCEMENT**

9.01 Further Assurances. Jefferson County Transportation Services, L. L. C., agrees that from time to time, as may be requested by the Surviving Company or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, any necessary instruments. Jefferson County Transportation Services, L. L. C., further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all of the property, rights, privileges, powers, and franchises, referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage pre-paid, addressed as follows:

Surviving Corporation:

Jefferson County Yellow Cab, L. L. C.
CJC Birmingham Inc.
Christopher J. Cambas, President
4603 Rue Bordeaux
Lutz, FL 33549

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with copy to:

Gold, Resnick & Ficarrotta, P.A.
ATTN: Aaron J. Gold, Esquire
704 West Bay Street
Tampa, FL 33606

Merging Corporation:

Jefferson County Transportation Services, L. L. C.
CJC Birmingham Inc.
Christopher J. Cambas, President
4603 Rue Bordeaux
Lutz, FL 33549

or at such other addresses as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the dates of delivery or deposit in the United States Mail, postage paid, as the case may be.

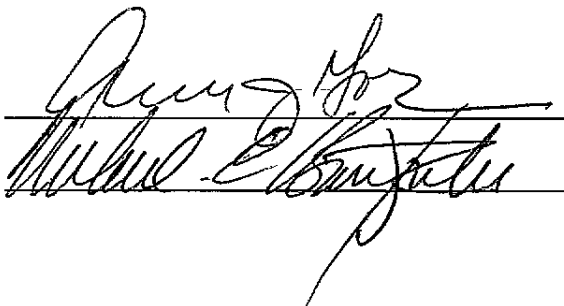
9.03 Entire Agreement; Counterparts. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

9.04 Controlling Law. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

9.05 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees in addition to any other relief to which it may be entitled.

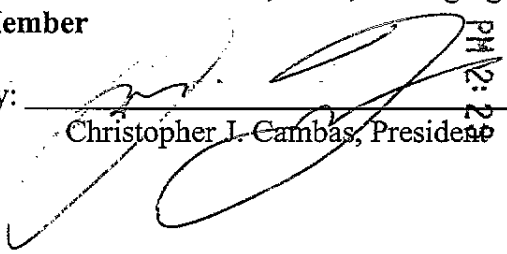
IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

SURVIVING CORPORATION:



Jefferson County Yellow Cab, L. L. C.
a Florida limited liability company

CJC BIRMINGHAM, INC., Managing
Member

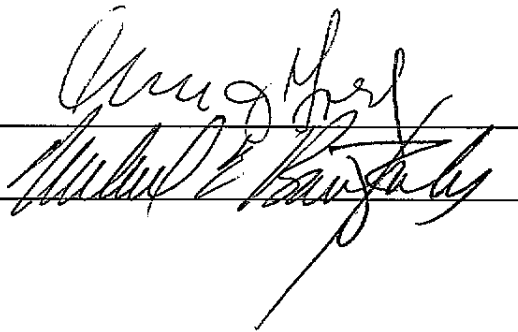
By: 
Christopher J. Cambas, President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

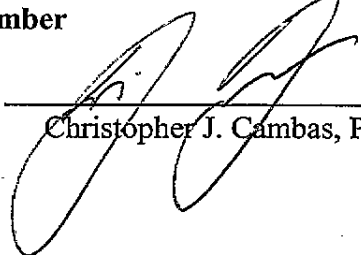
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MERGING CORPORATION:

**Jefferson County Transportation
Services, L. L. C.
a Florida limited liability company**



**CJC BIRMINGHAM, INC., Managing
Member**

By: 
_____ Christopher J. Cambas, President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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