

MAR-07-2008 12:32

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Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

Scott Contracting Merger Sub., Inc.

Certificate of Status	0
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Page Count	10
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TR 3-7-08



March 7, 2008

FLORIDA DEPARTMENT OF STATE

SCOTT CONTRACTING HOLDINGS, INC. Division of Corporations
7593 BOYNTON BEACH BLVD
STE 210
BOYNTON BEACH, FL 33437

SUBJECT: SCOTT CONTRACTING HOLDINGS, INC.
REF: PD7000046146

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

Please entitle your document Articles of Merger.

Please include the exhibit(s) referred to in your document.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6925.

Teresa Brown
Regulatory Specialist II

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Letter Number: 208A00014228

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
SCOTT CONTRACTING HOLDINGS, INC., A FLORIDA CORPORATION
AND
SCOTT CONTRACTING MERGER SUB., INC.,
AN OKLAHOMA CORPORATION

THIS AGREEMENT OF MERGER (the "Agreement") dated as of March 7, 2008, (the "Effective Date"), is made and entered into by and between *Scott Contracting Holdings, Inc.*, a Florida Corporation ("*Scott Florida*"), and *Scott Contracting Merger Sub., Inc.* an Oklahoma Corporation ("*Scott Oklahoma*"), which corporations are sometimes referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, *SCOTT Florida* is a corporation organized and existing under the laws of the State of Florida and has an authorized capital of 120,000,000 shares of capital stock, of which 100,000,000 shares are common stock, \$.0001 par value per share (the "*Scott Florida Common Stock*"), of which 2,740,925 shares of *Scott Florida Common Stock* are issued and outstanding, and 20,000,000 shares are Preferred Stock, \$.0001 par value per share (the "*Scott Florida Preferred Stock*"), of which no shares of *Scott Florida Preferred Stock* are issued and outstanding; and

WHEREAS, *Scott Oklahoma* is a corporation organized and existing under the laws of the State of Oklahoma and has an authorized capital of 120,000,000 shares of capital stock, of which 100,000,000 shares are common stock, \$.0001 par value per share (the "*Scott Oklahoma Common Stock*"), of which no shares of *Scott Oklahoma Common Stock* are issued and outstanding, and 20,000,000 shares are Preferred Stock, \$.0001 par value per share (the "*Scott Oklahoma Preferred Stock*"), of which no shares of *Scott Oklahoma Preferred Stock* are issued and outstanding; and

WHEREAS, the respective Boards of Directors of *Scott Florida* and *Scott Oklahoma* have determined that it is in the best interests of *Scott Florida* and *Scott Oklahoma*, and their respective shareholders, that *Scott Florida* merge with and into *Scott Oklahoma* (the "Merger"); and

WHEREAS, the respective Boards of Directors and shareholders of the Constituent Corporations have approved this Agreement and the Merger; and

WHEREAS, the parties intend by this Agreement to effect a reorganization under Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that *Scott Florida* shall be merged into *Scott Oklahoma* upon the terms and conditions set forth.

ARTICLE I MERGER

1.1 MERGER. On the Effective Date of the Merger as provided herein, *Scott Florida* shall be merged into *Scott Oklahoma*, the separate existence of *Scott Florida* shall cease, and *Scott Oklahoma* (hereinafter sometimes referred to as the "Surviving Corporation") shall continue to exist under the name of Scott Contracting Merger Sub., Inc., by virtue of, and shall be governed by, the laws of the State of Oklahoma.

ARTICLE II CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 ARTICLES OF INCORPORATION. The name of the Surviving Corporation shall be "Scott Contracting Merger Sub., Inc.," The Articles of Incorporation of the Surviving Corporation as in effect on the date hereof shall be the Articles of Incorporation of *Scott Oklahoma* (the "Articles of Incorporation") without change unless and until amended in accordance with applicable law.

2.2 BYLAWS. The Bylaws of the Surviving Corporation as in effect on the date hereof shall be the Bylaws of *Scott Oklahoma* (the "Bylaws") without change unless and until amended in accordance with applicable law.

2.3 OFFICERS AND DIRECTORS. Upon the Effective Date, the officers of *Scott Oklahoma* shall be the officers of the Surviving Corporation, and the members of the Board of Directors of *Scott Oklahoma* shall be the current members of the Board of Directors of the Surviving Corporation. Such persons shall hold office in accordance with the Bylaws until their respective successors shall have been appointed or elected.

If upon the Effective Date, a vacancy shall exist in the Board of Directors of the Surviving Corporation, such vacancy shall be filled in the manner provided by the Bylaws.

ARTICLE III EFFECT OF MERGER ON STOCK OF CONSTITUENT CORPORATIONS

3.1 CONVERSION OF SHARES. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of *Scott Florida Common Stock* or any shares of *Scott Oklahoma Common Stock*:

(a) each share of *Scott Oklahoma Common Stock* owned by *Scott Florida* immediately prior to the Effective Time shall be canceled, and no payment shall be made with respect thereto; and

(b) each share of common stock of *Scott Florida* outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and nonassessable share of common stock of the Surviving Corporation and such shares shall constitute the only outstanding shares of capital stock of the Surviving Corporation (the "Surviving Corporation Shares").

ARTICLE IV
GENERAL

4.1 FURTHER ASSURANCES. Each of *Scott Florida* and *Scott Oklahoma* agrees that it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary in order to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, immunities, powers, purposes and franchises, and all and every other interest of *Scott Florida* and *Scott Oklahoma* and otherwise to carry out the intent and purposes of this Agreement.

4.2 AMENDMENT. The Boards of Directors of *Scott Florida* and *Scott Oklahoma* may amend this Agreement at any time prior to the Effective Date.

4.3 TERMINATION. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date, whether before or after shareholder approval of this Agreement, by the consent of the Board of Directors of *Scott Florida* and *Scott Oklahoma*. In the event this Agreement is terminated, it shall become wholly void and of no effect and no liability on the part of either Constituent Corporation, its Board of Directors or shareholders shall arise by virtue of such termination.

4.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance by the laws of the State of Oklahoma, without giving effect to the principles of conflicts of laws thereof.

4.5 FEES AND EXPENSES. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

4.6 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized and appointed Officers, all as of the day and year first above written.

SCOTT CONTRACTING MERGER SUB ("*Scott Oklahoma*")
an Oklahoma Corporation



Daniel K. Leonard, Chairman, President
Secretary and Sole Director

SCOTT CONTRACTING HOLDINGS, INC. ("*Scott Florida*")
a Florida Corporation



Daniel K. Leonard, Chairman, President
Secretary and Sole Director

**WRITTEN CONSENT OF DIRECTORS
OF
SCOTT CONTRACTING HOLDINGS, INC.**

March 7, 2008

The undersigned, being the sole Director of Scott Contracting Holdings, Inc., a Florida corporation (the "Company")- does hereby adopt by this Written Consent, pursuant to the Florida General Corporation Law and in lieu of a meeting of the Board of Directors of the Company, the Resolutions set forth below, effective March 7, 2008.

WHEREAS the Board of Directors (the "Board") of the Company deems it advisable and in the company's best interest that the Company complete the Agreement and Plan of Merger (the "Agreement") attached as Exhibit "A", by and between the Company and Scott Contracting Merger Sub., Inc., a Oklahoma corporation; and

WHEREAS the Board has determined that it is in the best interests of the shareholders to complete the domicile change and merger under the terms and conditions set forth in the Agreement;

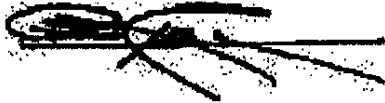
NOW, THEREFORE, BE IT RESOLVED that the Company be, and it hereby is, authorized to complete the Agreement in substantially the form attached hereto as Exhibit "A", together with such changes and modifications as the officers of this Company shall in their sole and absolute discretion, deem appropriate and in the best interest of this Company, with such determination to be conclusively evidenced by their signatures on the Agreement; and

BE IT FURTHER RESOLVED that each and all of the actions of the officers of this Company taken to date in connection with the negotiation, execution, and delivery of the Agreement and of each document and instrument contemplated therein or related thereto and each of the other actions of such officers associated with the transactions contemplated therein, is hereby ratified and confirmed.

MAR-07-2008 12:31

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EFFECTIVE as of the date set forth above.

A handwritten signature in black ink, appearing to read "Daniel K. Leonard", with several horizontal lines extending from the end of the signature.

Daniel K. Leonard, Chairman, President
Secretary and Sole Director
March 7, 2008

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EFFECTIVE as of the date set forth above.

A handwritten signature in black ink, appearing to read "Daniel K. Leonard", with several horizontal lines extending to the right.

Daniel K. Leonard, Chairman, President
Secretary and Sole Director
March 7, 2008

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**SCOTT CONTRACTING HOLDINGS, INC.
ACTION OF THE STOCKHOLDERS
BY WRITTEN
CONSENT**

March 7, 2008

THE UNDERSIGNED, being the holders of 2,740,925 shares of common stock of Scott Contracting Holdings, Inc., a Florida Corporation ("*Scott Florida*"), constituting 91.21% of the outstanding shares of voting stock of the Corporation hereby adopts the following resolutions by written consent Pursuant to section 607.0704, Florida Statutes, as if duly adopted at a duly called and noticed meeting:

WHEREAS it is advisable and in the best interest to reorganize the Company as part of a holding company structure pursuant to section 607.1105, Florida Statutes, by merging Company with and into Scott Contracting Merger Sub, Inc., an Oklahoma corporation ("*Scott Oklahoma*") and by issuing shareholders of *Scott Florida* one share of capital stock in *Scott Oklahoma* for each share of capital stock of *Scott Florida*;

NOW THEREFORE BE IT RESOLVED, that, in order to implement the holding company reorganization, the Company, and its officers and directors, is hereby authorized to execute, deliver and perform the Agreement and Plan of Merger which is attached hereto as Exhibit "A", and to file same with the Secretary of State of the State of Oklahoma; and

BE IT FURTHER RESOLVED that each and all of the actions of the officers of this Company taken to date in connection with the negotiation, execution, and delivery of the Agreement and of each document and instrument contemplated therein or related thereto and each of the other actions of such officers associated with the transactions contemplated therein, is hereby ratified and confirmed.

EFFECTIVE as of the date set forth above.

SCOTT CONTRACTING HOLDINGS, INC.
ACTION OF THE STOCKHOLDERS

BY WRITTEN CONSENT

March 7, 2008

STOCKHOLDERS:

CANI Investments, LLC

Number Of Shares



2,740,925

TOTAL: 91.21%