

P96000052734

CLAYTON-JOHNSTON, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 23939
GAINESVILLE, FLORIDA 32602

JAMES E. CLAYTON**
JAMES S. QUINCEY**
LEONARD E. IRELAND, JR.*
CHARLES G. FELDER**
CHARLES M. GADD, JR.
ROBERT E. ROUNDTREE, JR.**
W. WESLEY MARSTON
LAUREN NAGEL RICHARDSON
JILL R. GREAVES
CARIDAD "CARY" S. SELLERS
JOSEPH R. SHEA

111 SOUTHEAST FIRST AVENUE
GAINESVILLE, FLORIDA 32601
TELEPHONE: (352) 376-4694
FACSIMILE: (352) 371-7366

ERWIN A. CLAYTON
(1897 - 1986)

E. COVINGTON JOHNSTON
- OF COUNSEL -

Internet address:
WMarston@Clayton-Johnston.com

* Board Certified Civil Trial Lawyer
** Certified Circuit Civil Mediator

August 16, 2000

CERTIFIED RETURN
RECEIPT REQUESTED

Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

Re: Merger: Hughes & Greene, Inc., a Florida Corporation
C.L. Greene Holdings, Inc., a Florida Corporation

Dear Sirs/Madams:

Enclosed please find the following document for filing:

1. Articles of Merger of Hughes & Greene, Inc., a Florida Corporation into C.L. Greene Holdings, Inc., a Florida Corporation (one original and one copy)
2. Plan of Merger (between C.L. Greene Holdings, Inc., and Hughes & Greene, Inc.) (one original and one copy)
3. Check in the amount of \$78.00 to cover the cost of filing and a certified copy to be returned to this office.
4. A self-addresses stamped envelop for the return document.

If you have any questions, please contact our office.

Sincerely,



Kathryn J. Grace
Assistant to W. Wesley Marston

/k/jg

Enclosures: a/s

Merger
8-28-00
PMS

000003361160--9
-08/17/00-01084-002
*****78.00 *****78.00

FILED
00 AUG 17 PM 2:56
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

HUGHES & GREENE, INC., a Florida corporation, M70687

INTO

C.L. GREENE HOLDINGS, INC., a Florida entity, P96000052734

File date: August 17, 2000

Corporate Specialist: Doug Spitler

**ARTICLES OF MERGER
OF
Hughes & Greene, Inc, a Florida Corporation,
into
C.L. Greene Holdings, Inc., a Florida Corporation**

FILED

00 AUG 17 PM 2:56

CLAY COUNTY, FLORIDA

ARTICLES OF MERGER between **Hughes & Greene, Inc**, a Florida corporation ("H&G") and **C.L. Greene Holdings, Inc**, a Florida corporation ("CLGH").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), **H&G** and **CLGH** adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated December 31, 1999, ~~2000~~ ("Plan of Merger"), between **Hughes & Greene Inc.**, and **CLGH**, was approved and adopted by the shareholders of **Hughes & Greene Inc.** on December 31, 1999, ~~2000~~, and was adopted by the shareholders of **CLGH**, on December 31, 1999, ~~2000~~.

2. Under the Plan of Merger, all issued and outstanding shares of **Hughes & Greene, Inc.**'s stock will be acquired by means of a merger of **H&G** into **CLGH** with **CLGH** the surviving corporation.

IN WITNESS WHEREOF, the parties have set their hands on December 31, 1999, ~~2000~~.

ATTEST:

Hughes & Greene, Inc.,
a Florida corporation

By: [Signature] (Corporate Seal)
C.L. Greene, President

C.L. Greene Holdings, Inc.,
a Florida corporation

By: [Signature] (Corporate Seal)
C.L. Greene, President

PLAN OF MERGER

Merger between **C.L. Greene Holdings, Inc.**, (the "Surviving Corp.") and **Hughes & Greene, Inc.**, (the "Disappearing Corp.") (collectively the "Constituent Corporations"). This Merger is being effected under this Plan of Merger ("Plan") in accordance with §§607.1101 *et seq.* of the Florida Business Corporation Act (the "Act").

1. Articles of Incorporation. The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation of the Surviving Corp. from and after the Effective Date until further amended as permitted by law.

2. Distribution to Shareholders of the Constituent Corporations. On the Effective Date, each share of Disappearing Corp.'s common stock that shall be issued and outstanding at that time shall without more be converted into and exchanged for shares of Surviving Corp.'s stock in accordance with this Plan. Each share of Surviving Corp.'s stock that is issued and outstanding on the Effective Date shall continue as outstanding shares of Surviving Corp.'s stock.

3. Satisfaction of Rights of Disappearing Corp. Shareholders. All shares of Surviving Corp.'s stock into which shares of Disappearing Corp.'s stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

4. Effect of Merger. On the Effective Date, the separate existence of Disappearing Corp. shall cease, and Surviving Corp. shall be fully vested in Disappearing Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions,

liabilities, disabilities, and duties, all as more particularly set forth in §607.1106 of the Act.

5. Supplemental Action. If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corp. or Disappearing Corp., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Corp., or to otherwise carry out the provisions of this Plan.

6. Filing with the Florida Secretary of State and Effective Date. On the Closing, as provided in the Agreement of Merger of which this Plan is a part, Disappearing Corp. and Surviving Corp. shall cause their respective Presidents (or Vice Presidents) to execute Articles of Merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with §607.1105(1)(b) of the Act, the Articles of Merger shall specify the "Effective Date," which shall be December 31, 1999.

7. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Corporations which is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote

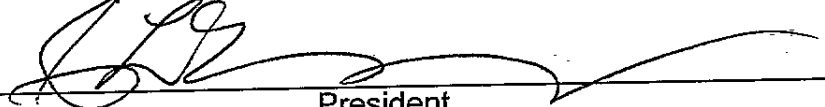
of the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with §607.1103 of the Act.

8. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

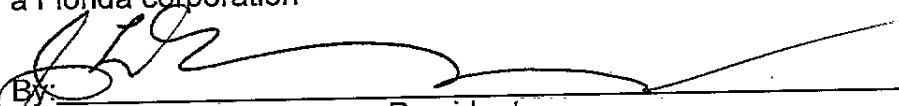
ATTEST: BUYER

C.L. Greene Holdings, Inc.,
a Florida corporation

By:  (Corporate Seal)
President

ATTEST: SELLER

Hughes & Greene, Inc.,
a Florida corporation

By:  (Corporate Seal)
President

G:\WWW\CLIENTS\Hughes Greene & C.L. Greene Merger\MERGER.10-62.wpd