

P97000024419

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

ENGLEWOOD DISPOSAL COMPANY, INC., a Florida corporation, 319953

INTO

UNITED WASTE SYSTEMS OF FLORIDA, INC. which changed its name to  
ENGLEWOOD DISPOSAL COMPANY, INC., a Florida corporation,  
P97000024419

File date: August 20, 1997

Corporate Specialist: Darlene Connell

Account number: 072100000126

Account charged: 6.25

08-20-1997 02:32PM FROM

TO

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8/20/97

FLORIDA DIVISION OF CORPORATIONS  
PUBLIC ACCESS SYSTEM  
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TO: DIVISION OF CORPORATIONS

FAX #: (850)922-4000

FROM: MICHAEL D. HORLICK, P.A.  
CONTACT: MICHAEL D HORLICK  
PHONE: (941)484-5656

ACCT#: 072100000126

FAX #: (941)485-6697

NAME: UNITED WASTE SYSTEMS OF FLORIDA, INC.

AUDIT NUMBER.....H97000013736

DOC TYPE.....MERGER OR SHARE EXCHANGE

CERT. OF STATUS..1 PAGES..... 10

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DIVISION OF CORPORATIONS

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TALLAHASSEE, FLORIDA

Audit # H 97000013736

**ARTICLES OF MERGER**

The undersigned corporations, **UNITED WASTE SYSTEMS OF FLORIDA, INC.**, a Florida corporation and **ENGLEWOOD DISPOSAL COMPANY, INC.**, a Florida corporation, (collectively the "Constituent Corporations"), pursuant to Section 607.1105 of the Florida Statutes, hereby execute the following Articles of Merger:

**FIRST:** The names of the corporations proposing to merge and the names of the states or countries under the laws of which such corporations are organized are as follows:

**Name of Corporation****State of  
Incorporation**

United Waste Systems of Florida, Inc.  
Englewood Disposal Company, Inc.

Florida  
Florida

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TALLAHASSEE, FLORIDA

**SECOND:** The laws of Florida under which the Constituent Corporations are organized permit such merger and such Constituent Corporations are complying with the Florida law in effecting the merger.

**THIRD:** The Florida corporation, Englewood Disposal Company, Inc., will be merged with and into United Waste Systems of Florida, Inc., the surviving Florida corporation; and such Constituent Corporations complied with the applicable provisions of Sections 607.1101 and 607.1103 of the Florida Statutes.

**FOURTH:** The effective date of the merger and these Articles of Merger shall be the date of filing of these Articles of Merger with the Department of State of Florida.

Prepared by:  
Michael D. Horlick  
227 Pensacola Road  
Venice, FL 34285  
(941) 484-5656  
Florida Bar Number: 0292583

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**FIFTH:** The Plan of Merger is attached hereto as Exhibit "A".

**SIXTH:** The Plan of Merger was unanimously approved and adopted by the shareholders of United Waste Systems of Florida, Inc., a Florida corporation, on June 30, 1997, and was unanimously approved and adopted by the shareholders of Englewood Disposal Company, Inc., a Florida corporation, on the same date.

**SEVENTH:** The Articles of Incorporation of United Waste Systems of Florida, Inc., as in effect immediately before the filing of these Articles of Merger, shall be the Articles of Incorporation of the surviving corporation, except that Article FIRST of the Articles of Incorporation of the surviving corporation shall be amended, in its entirety, to read as follows:

"The name of the corporation is **ENGLEWOOD DISPOSAL COMPANY, INC.**"

IN WITNESS WHEREOF these Articles of Merger have been executed and delivered this 30th day of June, 1997.

**ENGLEWOOD DISPOSAL  
COMPANY, INC.,**  
a Florida corporation

By: 

Stephen T. Barton, President

**UNITED WASTE SYSTEMS OF  
FLORIDA, INC.,**  
a Florida corporation

By: 

Richard A. Volonino, Vice President

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**PLAN OF MERGER****Exhibit "A"**

This Plan of Merger dated as of June 30, 1997, adopted and made by and between **ENGLEWOOD DISPOSAL COMPANY, INC.** (the "Target"), a Florida corporation, **UNITED WASTE SYSTEMS OF FLORIDA, INC.** ("Sub"), a Florida corporation and a wholly owned subsidiary of **UNITED WASTE SYSTEMS, INC.**, a Delaware corporation ("Parent").

**WITNESSETH:**

WHEREAS, Parent is a corporation organized under the laws of the State of Delaware, the authorized capital stock of which consists of a total of 75,000,000 shares of common stock, \$.001 par value, ("Parent Common Stock") of which at the date hereof 44,553,469 shares are issued and outstanding; and

WHEREAS, Target is a corporation organized under the laws of the State of Florida, the authorized capital stock of which consists of 1,000,000 shares of common stock, \$.10 par value, of Target ("Target Common Stock"), of which (excluding shares previously redeemed from Jack Davis now held in escrow that will be cancelled before the merger) at the date hereof 27,580 shares are issued and outstanding, and 10,000 shares of Preferred Stock, \$10.50 value, of Target, of which (excluding shares previously redeemed from Jack Davis now held in escrow that will be cancelled before the merger) at the date hereof 5,020 shares are issued and outstanding; and

WHEREAS, Sub is a corporation organized and existing under the laws of the State of Florida, the authorized capital stock of which consists of 1,000 shares of Common Stock, \$1.00 par value, of Sub, of which at the date hereof 100 shares are issued and outstanding, all of which are owned by Parent; and

WHEREAS, the respective Boards of Directors of Parent, Target and Sub deem the merger of Target with and into Sub, under and pursuant to the terms and conditions herein set forth or referred to, desirable and in the best interests of the respective corporations and their respective shareholders; and

WHEREAS, the respective Boards of Directors of Parent, Sub and Target have adopted resolutions approving an Agreement and Plan of Reorganization dated as of June 30, 1997, (the "Agreement") and, in the case of Target and Sub, these Articles of Merger; and the respective Boards of Directors of Parent, Target and Sub have directed that the Agreement and, in the case of Target and Sub, these Articles of Merger, be submitted to the respective shareholders of Target and Sub.

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NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

## Article I

### The Merger and Related Matters

**1.1 Merger.** Subject to the terms and conditions of the Agreement, at the Effective Time (as defined in Section 1.3), Target will be merged with and into Sub and the separate corporate existence of Target will thereupon cease (the "Merger") in accordance with the applicable provisions of the Florida Business Corporation Act ("FBCA").

**1.2 Conditions Precedent.** The obligations of Sub and Target to effect the Merger as herein provided shall be subject to satisfaction, unless duly waived, of the conditions set forth in the Agreement.

**1.3 Effective Time.** As soon as practicable after satisfaction or waiver of all conditions to the Merger, Sub and Target (the "Constituent Corporations") shall cause Articles of Merger complying with the requirements of the FBCA (the "Articles of Merger") to be filed with the Department of State of the State of Florida and this Plan of Merger to be filed therewith. The Merger will become effective at the time of the later of the following to occur: (a) the filing of the Articles of Merger with the Department of State of the State of Florida; and (b) such later time as shall be specified in such filings ("Effective Time").

**1.4 Effect of Merger.** The Merger will have the effects specified in the FBCA. Without limiting the generality of the foregoing, Sub will be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and will continue to be governed by the laws of the State of Florida, and the separate corporate existence of Sub and all of its rights, privileges, powers and franchises, public as well as private, and all its debts, liabilities and duties as a corporation organized under the FBCA, will continue unaffected by the Merger.

**1.5 Articles of Incorporation and Bylaws.** The Articles of Incorporation and Bylaws of Sub in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, until amended in accordance with applicable law, except that Article FIRST of Sub's Articles of Incorporation and the title of the Bylaws shall be amended to read in its entirety as follows: "The name of the corporation is **ENGLEWOOD DISPOSAL COMPANY, INC.**"

**1.6 Directors and Officers.** The directors and officers of Sub immediately prior to the Effective Time will be the directors and officers, respectively, of the Surviving Corporation, from and after the Effective Time, until their successors have been duly elected or appointed and

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qualified or until their earlier death, resignation or removal in accordance with the terms of the Surviving Corporation's Articles of Incorporation and Bylaws and the FBCA.

**1.7 Additional Actions.** If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable to: (i) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Target; or (ii) otherwise carry out the purposes of this Plan of Merger, Target and its officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law and to perform any other acts as are necessary or desirable or proper to vest, perfect or confirm title to and possession of such rights, properties or assets of Target in the Surviving Corporation and otherwise to carry out the purposes of the Agreement, and the officers and directors of the Surviving Corporation are authorized in the name of Target or otherwise to take any and all such action.

## ARTICLE II

### Conversion of Securities

#### 2.1 Conversion of Shares. Subject to Section 2.2, at the Effective Time,

(a) each then-outstanding share of common stock, \$.10 par value, of Target ("Target Common Stock") will be cancelled, retired and converted into a right to receive 9.2115319 shares of common stock, par value \$.001 per share, of Parent ("Parent Common Stock"). The number of shares of Parent Common Stock that each share of Target Common Stock will be converted into is sometimes referred to herein as the "Merger Consideration";

(b) each share of Target Common Stock issued and held in Target's treasury will be cancelled and retired; and

(c) each share of common stock, par value \$1.00 per share, of Sub issued and outstanding immediately prior to the Effective Time shall continue to be an issued and outstanding share of common stock, par value \$1.00 per share, of the Surviving Corporation from and after the Effective Time.

#### 2.2 Exchange of Certificates.

(a) **Exchange Agent.** Prior to the Effective Time, Parent and Sub shall designate Norwest Bank Colorado, N.A. to act as franchise escrow agent (the "Exchange Agent") and exchange the shares of Target Common Stock for shares by Parent Common Stock in connection with the Merger pursuant to a franchise escrow agreement providing for, among other things, the

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matters set forth in this Section 2.2. Except as set forth herein, from and after the Effective Time each holder of a certificate that immediately prior to the Effective Time represented outstanding shares of Target Common Stock ("Certificate") shall be entitled to receive in exchange therefor, upon consummation of the Merger, the Merger Consideration for each share of Target Common Stock so represented by the Certificate surrendered by such holder thereof. The certificates representing shares of Parent Common Stock which constitute the Merger Consideration shall be properly issued and countersigned and executed and authenticated, as appropriate.

(b) **Indemnity Escrow Agent.** Notwithstanding the provisions of Section 2.2(a), the Exchange Agent shall deliver 10% of the Merger Consideration to Norwest Bank Colorado, N.A., as indemnity escrow agent ("Indemnity Escrow Agent") in connection with the Merger pursuant to an Indemnity Escrow Agreement by and among Parent, Sub and Target and the shareholders of Target and the Indemnity Escrow Agent.

(c) **Transfer.** If delivery of all or part of the Merger Consideration is to be made to a person other than the person in whose name a surrendered Certificate is registered, it shall be a condition to such delivery or exchange that the Certificate surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the person requesting such delivery or exchange shall have paid any transfer and other taxes required by reason of such delivery or exchange in a name other than that of the registered holder of the Certificate surrendered or shall have established to the reasonable satisfaction of the Exchange Agent that such tax either has been paid or is not payable.

(d) **Right to Merger Consideration.** Subject to Subsection 2.2(e), until exchanged in accordance with this Section 2.2, each Certificate shall, after the Effective Time, represent solely the right to receive the Merger Consideration, multiplied by the number of shares of Target Common Stock evidenced by such Certificate, together with any dividends or other distributions as provided in Sections 2.2(e) and 2.2(f), and shall have no other rights. From and after the Effective Time, Parent and Surviving Corporation shall treat such Certificates that have not yet been exchanged as evidencing the ownership of the aggregate Merger Consideration into which the shares of Target Common Stock represented by such Certificates have been converted.

(e) **Distribution with Respect to Certificates.** Whenever a dividend or other distribution is declared by Parent on the Parent Common Stock, the record date for which is at or after the Effective Time, the declaration shall entitle the holder of a Certificate to the same dividends or other distributions as would be payable with respect to the aggregate Merger Consideration into which the shares of Target Common Stock represented by the Certificate have been converted.

(f) **Voting with Respect to Certificates.** Holders of Certificates shall be entitled to vote after the Effective Time at any meeting of Parent stockholders the number of whole shares



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of Parent Common Stock represented by such Certificates, regardless of whether such holders have actually exchanged their Certificates.

(g) **No Fractional Shares.** No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of a Certificate or Certificates. No dividends or distributions of Parent shall be payable on or with respect to any fractional share and any such fractional share interest will not entitle the owner thereof to vote or to any rights of stockholders of Parent. In lieu of any such fractional shares, holders of Certificates otherwise entitled to fractional shares shall be entitled to receive promptly from the Exchange Agent a cash payment as provided in Schedule 2.5 to the Agreement.

**2.4 Closing of the Target's Transfer Books.** The stock transfer books of Target shall be closed at the close of business on the business day immediately preceding the date of the Effective Time. In the event of a transfer of ownership of Target Common Stock which is not registered in the transfer records of Target, the Merger Consideration to be distributed pursuant to this Plan of Merger may be delivered to a transferee, if a Certificate is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and by payment of any applicable stock transfer taxes. Sub and the Exchange Agent shall be entitled to rely upon the stock transfer books of Target to establish the identity of those persons entitled to receive the Merger Consideration specified in this Plan of Merger and the Agreement for their shares of Target Common Stock, which books shall be conclusive with respect to the ownership of such shares.

**2.5 Changes in Parent Common Stock.** If between the date of this Agreement and the Effective Time:

(a) the shares of Parent Common Stock shall be changed into a different number of shares by reason of any reorganization, reclassification, recapitalization, split-up, combination or exchange of shares, or if a stock dividend thereon shall be declared with a record date within said period, the Merger Consideration shall be adjusted accordingly; or

(b) Parent shall be merged with or into another corporation and the shares of Parent Common Stock shall be converted into shares of another corporation, the Merger and the Merger Consideration shall be adjusted accordingly to permit the Merger to qualify as a reorganization under Section 368(a)(2)(D) of the Internal Revenue Code.

**2.6 Definitions.** Terms used in this Plan of Merger and not defined herein but defined in the Agreement shall have the meanings assigned thereto in the Agreement.

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### ARTICLE III

#### Miscellaneous

**3.1 Notices.** All notices and other communications by any Constituent Corporation hereunder shall be in writing to the other party and shall be deemed to have been duly given when delivered in person or posted by United States registered or certified mail, with postage prepaid, addressed as follows:

**(a) If to Sub:**

United Waste Systems of Florida, Inc.  
c/o United Waste Systems, Inc.  
Four Greenwich Office Park  
Greenwich, Connecticut 06830  
Attention: John N. Milne, Senior Vice President  
Telecopier: (203) 622-6080

**Copy to:**

Oscar D. Folger, Esq.  
521 Fifth Avenue  
New York, New York 10175  
Telecopier: (212) 697-9570

**And to:**

Holme Roberts & Owen, LLP  
1700 Lincoln, Suite 4100  
Denver, Colorado 80203  
Attention: Thomas A. Richardson, Esq.  
Telecopier: (303) 866-0200

**(b) If to Target:**

Englewood Disposal Company, Inc.  
Stephen T. Barton, President  
5221 Englewood Road North  
Venice, Florida 34293  
Telecopier: (941) 497-5932

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Copy to:

Abel, Band, Russell, Collier, Pitchford & Gordon, Chartered  
333 S. Tamiami Trail, Suite 199  
Venice, Florida 34285  
Telecopier: (941) 488-9436

(c) If to Parent:

United Waste Systems, Inc.  
Four Greenwich Office Park  
Greenwich, Connecticut 06830  
Attention: John N. Milne, Senior Vice President  
Telecopier: (203) 622-6080

Copy to:

Oscar D. Folger, Esq.  
521 Fifth Avenue  
New York, New York 10175  
Telecopier: (212) 697-9570

And to:

Holme Roberts & Owen, LLP  
1700 Lincoln, Suite 4100  
Denver, Colorado 80203  
Attention: Thomas A. Richardson, Esq.  
Telecopier: (303) 866-0200

or to such other address or addresses as Parent or either of the Constituent Corporations may from time to time designate with respect to itself by notice as provided herein, except that notices of change of address shall be effective only upon receipt.

**3.2 Waiver.** Any of the terms of this Plan of Merger may be waived at any time by Parent or whichever of the Constituent Corporations is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of Parent or such Constituent Corporation.

**3.3 Termination.** This Plan of Merger shall terminate upon the termination of the Agreement, and thereafter there shall be no liability under this Plan of Merger on the part of Parent or either of the Constituent Corporations.

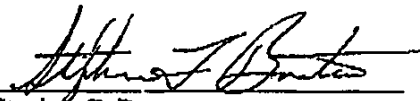
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**3.4 Amendment.** This Plan of Merger may be amended in the same manner as provided in the Agreement.


**3.5 Captions; Counterparts.** The captions in this Plan of Merger are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Plan of Merger. This Plan of Merger may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**3.6 Governing Law.** This Plan of Merger shall be governed by and construed and interpreted in accordance with the laws of the State of Florida.

**ENGLEWOOD DISPOSAL COMPANY, INC.,**  
a Florida corporation

By:   
Name: Stephen T. Barton  
Title: President

**UNITED WASTE SYSTEMS OF  
FLORIDA, INC.,** a Florida corporation

By:   
Name: Richard A. Volonino  
Title: Vice President

**UNITED WASTE SYSTEMS, INC.,**  
a Delaware corporation

By:   
Name: Richard A. Volonino  
Title: Vice President

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EXECUTIVES