

CAPITAL CONNECTION, INC.

• 417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

FILED

01 JUN 21 PM 2:22

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P980000004187

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Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

Merger File

Art. of Amend. File

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

PCT Corporation

In to

Asphalt Paving International
Inc.

RECEIVED
01 JUN 21 AM 11:26
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger
6-21-01
MTJ

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

ARTICLES OF MERGER
Merger Sheet

MERGING: _____

PCT CORPORATION, a Delaware corporation not qualified in Florida

INTO

ASPHALT PAVING INTERNATIONAL, INC., a Florida entity, P98000004187.

File date: June 21, 2001

Corporate Specialist: Doug Spittler

**ARTICLES OF MERGER
OF
PCT CORPORATION
(a Delaware corporation)
INTO
ASPHALT PAVING INTERNATIONAL, INC.
(a Florida corporation)**

FILED
01 JUN 21 PM 2:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA


Pursuant to section 607.1105 of the Florida Business Corporation Act, PCT Corporation, Inc., a Delaware corporation, and Asphalt Paving, International, Inc., a Florida corporation, certify that:

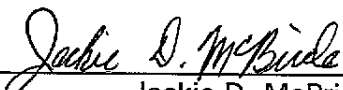
- First: The name and state of the constituent corporations of the merger are:
- PCT Corporation, a Delaware corporation, and
Asphalt Paving International, Inc., a Florida corporation
- Second: An agreement and plan of merger dated May 22, 2001, between PCT Corporation and Asphalt Paving International, Inc. (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by shareholders of each constituent corporations in accordance with the requirements of section 607.1101 of the Florida Business Corporation Act.
- Third: The name of the corporation that survives the merger is Asphalt Paving International, Inc. (the "surviving corporation").
- Fourth: The certificate of incorporation of Asphalt Paving International, Inc. is the certificate of incorporation of the surviving corporation.
- Fifth: The executed Merger Agreement is on file at the office of the surviving corporation located at 10125 W. Colonial Drive, Suite 212, Ocoee, FL 34761.
- Sixth: The surviving corporation will furnish a copy of the Merger Agreement upon request and without charge to any stockholder of any constituent corporation.
- Seventh: This certificate of merger is effective when it is filed in the office of the Secretary of State of the State of Florida and the Secretary of State of Delaware.

WHEREFORE, the undersigned has caused this certificate to be executed this 22nd day of May, 2001.

PCT CORPORATION

ASPHALT PAVING INTERNATIONAL, INC.

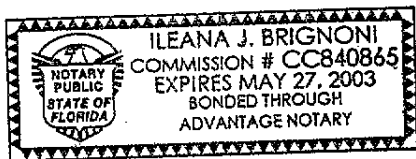
By: 
Alan P. Brooks, Secretary & Director

By: 
Jackie D. McBride, President

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to and subscribed before me this 22nd day of May 2001, by Alan P. Brooks, as Director and Secretary of PCT Corporation, who is personally known to me or who provided an identification.

Commission Expires:



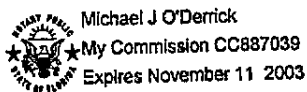
Ileana J. Brignoni
Notary Public

Printed Name of Notary

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this 22nd day of May, 2001, by Jackie D. McBride, as President of Asphalt Paving International, Inc., who is personally known to me or who provided an identification.

Commission Expires:



Michael J. O'Derrick
Notary Public

Michael J. O'Derrick
Printed Name of Notary

MERGER AGREEMENT

This agreement of merger is made this 22nd day of May, 2001, by and between Asphalt Paving International, Inc., a Florida corporation with its principal place of business at 10125 West Colonial Drive, Suite 212, Ocoee, FL 34761 ("the Surviving Corporation"), and PCT Corporation, a Delaware corporation with its principal place of business at 8200 East Pacific Place, Suite 204, Denver CO ("the Absorbed corporation").

RECITALS

1. PCT Corporation ("PCT") is a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business at 8200 East Pacific Place, Suite 204, Denver, CO 80231.
2. PCT has 11,225,000 common shares of common stock and 107,000 shares of preferred stock issued and outstanding.
3. Asphalt Paving International, Inc. ("APV") is a corporation duly organized and existing under the laws of the State of Florida, with its principal place of business at 10125 West Colonial Drive, Suite 212, Ocoee, FL 34761.
4. APV has a capitalization of 50,000,000 authorized shares of common stock, having a par value of \$.001 per share, of which 4,238,600 shares are issued and outstanding.
5. The boards of directors of the constituent corporations deem it desirable and in the best interests of the corporations and their shareholders that PCT be merged into APV, in accordance with Florida Statute 607.1101 in order that the corporation qualify

as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code and Florida Statute 607.1101.

In consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, the constituent corporations agree as follows:

SECTION ONE - MERGER

6. PCT shall merge into APV, which shall be the surviving corporation.

SECTION TWO - TERMS AND CONDITIONS

7. On the effective date of the merger, the separate existence of the absorbed corporation shall cease, and the surviving corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property: real, personal, and mixed, of the absorbed corporation, without the necessity for any separate transfer. The surviving corporation shall thereafter be responsible and liable for all liabilities and obligations of the absorbed corporation, and neither the rights of creditors nor any liens on the property of the absorbed corporation shall be impaired by the merger.

8. On the effective date, the separate existence of PCT shall cease, and APV shall be fully vested in PCT.'s rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in Florida Statute 607.1106.

9. If at any time after the effective date APV 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 agreement, the appropriate officers of APV or PCT, as the case may be, whether past or remaining in

office, shall execute and deliver, upon the request of APV, 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 APV or to otherwise carry out the provisions of this agreement.

10. After the effective date of the merger, each holder of certificates for shares of PCT shall surrender them to APV in such manner as APV shall legally require. On receipt of such certificates, APV shall issue and exchange therefor certificates for shares of APV, representing the number of shares of such stock to which such holder is entitled as provided for herein. Holders of certificates of shares of APV shall not be entitled to dividends payable on shares of stock in the surviving corporation until certificates have been issued to such shareholders. Thereafter, each such shareholder shall be entitled to receive any dividends on shares of the surviving corporation issuable to them hereunder that may have been declared and paid between the effective date of the merger and the issuance to such shareholder of the certificate for such shares in the surviving corporation.

SECTION THREE - CONVERSION OF SHARES

11. The manner and basis of converting the shares of the absorbed corporation into shares of the surviving corporation is as follows:

A. With each share of common stock of PCT owned prior to the Merger, such shareholder will receive one share of common stock of APV.

B. All shares of APV stock into which shares of PCT stock shall have been converted and become exchangeable for pursuant to this agreement shall be deemed to have been paid in full satisfaction of such converted shares.

C. Fractional shares of APV stock will not be issued. Former holders of PCT stock who would be entitled to receive fractional shares of APV on the effective date, if any, shall receive in lieu thereof cash in an amount determined as follows: one dollar (\$1.00) for each fractional share.

D. After the completion of the merger, APV shall amend its Articles of Incorporation to authorize preferred stock at which time each share of preferred stock of PCT owned prior to the Merger, such shareholder will receive one share of preferred stock of APV.

SECTION FOUR - ARTICLES OF INCORPORATION

12. The Articles of Incorporation of the surviving corporation shall continue to be its Articles of Incorporation following the effective date of the merger.

SECTION FIVE - BY-LAWS

13. The by-laws of the surviving corporation shall continue to be its bylaws following the effective date of the merger.

SECTION SIX - DIRECTORS AND OFFICERS

14. The directors and officers of the surviving corporation as of the date of the merger, shall be:

Myron Anduri	Director, President
Steve Jacobson	Director, COO
Eric Berg	Chief Technology Officer
Herbert I. Jacobson	Director
Alan P. Brooks	Director

SECTION SEVEN - APPROVAL OF SHAREHOLDERS

15. This agreement of merger shall be submitted for the approval of the shareholders of the constituent corporations in the manner provided by applicable law at meetings to be held at such time as the boards of directors of the constituent corporations may agree.

SECTION EIGHT - EFFECTIVE DATE

16. The effective date of this merger shall be the date when a certificate of merger is filed with the Florida Secretary of State.

SECTION NINE - ABANDONMENT OF MERGER

17. This agreement of merger may be abandoned by action of the board of directors of either the surviving or the absorbed corporation at any time prior to the effective date on the happening of either of the following events:

A. If the merger is not approved by the shareholders of either of the constituent corporations, or

B. If, in the judgment of the board of directors of either of the constituent corporations, the merger would be impracticable due to the number of dissenting shareholders asserting appraisal rights under applicable state law.

SECTION TEN - EXECUTION OF AGREEMENT

18. This agreement of merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

EXECUTED on behalf of the parties by their officers, and sealed with their corporate seals, respectively, pursuant to the authorization of their respective boards of directors on the date first written above.

PCT Corporation

By: 

Steve Jacobson, COO & Director
Asphalt Paving International, Inc.

By: 

Jackie D. McBride, President