

P99000097704

LONNIE L. SIMMONS, P. A.

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(850) 474-0886

March 27, 2002

Corporate Records Bureau
Division of Corporations
Department of State
Post Office Box 6327
Tallahassee, Florida 32314

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-04/01/02--01072--019
*****35.00 *****35.00

RE: Articles of Merger of Coastal Construction of Northwest Florida, Inc.

Dear Sir/Madam:

I have enclosed for filing the original and one copy of the Articles of Merger of Coastal Construction of Northwest Florida, Inc. I have also enclosed a check payable to the Secretary of State in the amount of \$35.00 to cover the costs of filing the Articles of Merger.

Please file the Articles of Merger and return a copy to me at the above address. If there are any problems, please do not hesitate to call. Your assistance and cooperation is appreciated.

Sincerely,

Lonnie L. Simmons
Lonnie L. Simmons

LLS\kbb

Enclosures

FILED
02 APR - 1 PM 1:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

as 4/11 merger

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

SOUTHERN CRANE RENTAL, INC., #P98000098132, A FLORIDA
CORPORATION

INTO

COASTAL CONSTRUCTION OF NORTHWEST FLORIDA, INC., a Florida
entity, P99000097704.

File date: April 1, 2002

Corporate Specialist: Anna Chesnut

ARTICLES OF MERGER


FILED
02 APR -1 PM 1:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. The undersigned Corporations, being validly and legally formed under the laws of the State of Florida have adopted a Plan of Merger.
2. The name of the surviving corporation is COASTAL CONSTRUCTION OF NORTHWEST FLORIDA, INC.
3. The Plan of Merger of the undersigned corporations was adopted pursuant to Section 607 of the Florida Statutes and the Merger is to take place on December 31, 2001.
4. No changes in the Articles of Incorporation of the surviving corporation has been made.
5. The Plan of Merger was adopted by the Shareholders and Directors of Southern Crane Rental, Inc. on December 31, 2001.
6. The Plan of Merger was adopted by the Shareholders and Directors of Coastal Construction of Northwest Florida, Inc. on December 31, 2001.
7. The Plan of Merger calls for an exchange of the issued shares and shall be effected as outlined in the Plan of Merger.

DATED: December 31, 2001.

ATTEST:


SECRETARY

COASTAL CONSTRUCTION OF
NORTHWEST FLORIDA, a Florida
corporation
By: 
MICHAEL L. PATE,
Its President

ATTEST:

Michael L. Pate
SECRETARY

SOUTHERN CRANE RENTAL, INC.,
a Florida corporation

By: Michael L. Pate
MICHAEL L. PATE,
Its President

Executed on behalf of the constituent corporation by their officers, sealed with their respective corporation seals, and attested by their respective secretaries pursuant to the authorizations of their respective Board of Directors on the date first above written.

ATTEST:

Michael L. Pate
SECRETARY

COASTAL CONSTRUCTION OF
NORTHWEST FLORIDA, INC.,
a Florida corporation

By: Michael L. Pate
MICHAEL L. PATE,
Its President

ATTEST:

Michael L. Pate
SECRETARY

SOUTHERN CRANE RENTAL, INC.,
a Florida corporation

By: Michael L. Pate
MICHAEL L. PATE,
Its President

AGREEMENT AND PLAN OF REORGANIZATION

This Agreement made this 31st day of December, 2001, effective the 31st day of December, 2001, by and between SOUTHERN CRANE RENTAL, INC., a Florida corporation (hereinafter referred to as Southern) and COASTAL CONSTRUCTION OF NORTHWEST FLORIDA, INC., a Florida corporation (hereinafter referred to as Coastal);

WITNESSETH:

WHEREAS, Southern desires to transfer to Coastal and Coastal desires to acquire from Southern all of the assets shown on the attached Exhibit "A" in exchange for 300 shares of the common stock, \$1.00 par value, of Coastal, all in a transaction which will qualify as a reorganization under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Southern wishes as an integral part of the transaction, to distribute the shares to its shareholders in exchange for their willingness to allow Southern to distribute the aforementioned assets to Coastal.

NOW, THEREFORE, on the basis of the respective representations and warranties set forth in this Agreement, and of the covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1. TRANSFER OF BUSINESS ASSETS.

Subject to the conditions set forth in this Agreement, Southern agrees that, at the closing (as defined below) and in the manner provided in this agreement, Southern shall transfer and deliver to Coastal, for the consideration set forth below, all of the business assets shown on the attached Exhibit

"A". The assets shall be transferred subject to all liabilities, obligations, claims, security interests, and encumbrances, if any.

ARTICLE 2. CONSIDERATION.

Subject to the terms of this Agreement and in reliance on the representations and warranties of Southern contained herein, Coastal shall acquire, at the closing, the assets set forth in Article 1 of this Agreement for an aggregate consideration as follows: the delivery to Southern of 300 original issue shares of Coastal common stock, \$1.00 par value, and Coastal's assumption and agreement to pay or discharge Southern's liabilities and obligations with regard to such assets.

ARTICLE 3. CLOSING.

Subject to the conditions set forth in this Agreement, the closing of the transfer and acquisition shall take place at the offices of Lonnie L. Simmons, Attorney at Law, at 1:30 P.M., on the 31st day of December, 2001. At the closing Southern shall deliver to Coastal such necessary standard form warranty deeds, with covenants of warranty, endorsements, assignments and other good and sufficient instruments of transfer and conveyance as in the reasonable opinion of Coastal's counsel, is necessary. Furthermore, at such closing, Coastal shall deliver to Southern a certificate or certificates, registered in the name of Southern, representing 300 shares of common stock, \$1.00 par value, of Coastal. Coastal shall pay all sales, transfer, and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Coastal hereunder.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES.

(a) Southern represents and warrants that:

(1) **ORGANIZATION AND GOOD STANDING.** Southern is a corporation duly organized, validly existing and in good standing under the laws of Florida, and has corporate power to carry on its business as it is now being conducted. With respect to the property listed in the attached Exhibit "A", Southern has good and marketable title to the tangible personal property stated to be owned by it.

(b) Coastal represents and warrants that:

(1) **ORGANIZATION AND GOOD STANDING.** Coastal is duly organized, validly existing and in good standing under the laws of the State of Florida and has corporate authority to carry on its business as it is now being conducted. Copies of the Certificate of Incorporation and Bylaws have been delivered to Southern and are complete and correct as of the date hereof.

(2) **CAPITALIZATION.** Coastal's authorized capital stock consists of 2,000 shares of common stock, of the par value of \$1.00 per share, of which 300 are issued or outstanding. Upon consummation of the transactions contemplated hereby, the 300 shares of common stock to be received by Southern will be validly issued, fully paid and nonassessible.

ARTICLE 5. The parties hereto shall execute any and all additional documents which may be reasonably necessary to carry out the effect and intent of this Agreement.

ARTICLE 6. This Agreement and any and all further documents, if any, executed incident thereto or pursuant hereto shall be deemed legal documents made under the laws of the State of Florida and

for all purposes shall be governed by the laws of the State of Florida. This Agreement constitutes the entire Agreement by and between the parties hereto and supersedes any and all prior negotiations and/or oral or written agreements, if any, by and between the parties. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, successors and assigns of each of the parties hereto.

ARTICLE 7. Either party may apply to any competent court with jurisdiction for the enforcement of the provisions of this Agreement; and in the event either party is required to sue on this Agreement or otherwise pursue enforcement of the terms hereof, the prevailing party shall be entitled to expenditures reasonably made to enforce the terms and provisions of this Agreement, including attorney's fees from the other party.

Executed this 31 day of Dec., 2001.

Signed, sealed and delivered
in the presence of:

Scott B. Bell

Gasalia Sarrett

SOUTHERN CRANE RENTAL, INC.,
a Florida corporation

By:

Michael L. Pate

MICHAEL L. PATE,
Its President

Signed, sealed and delivered
in the presence of:

Scott B. Bell

Gasalia Sarrett

COASTAL CONSTRUCTION OF
NORTHWEST FLORIDA, INC.,
a Florida corporation

By:

Michael L. Pate

MICHAEL L. PATE
Its President

STATE OF FLORIDA)
 :
COUNTY OF ESCAMBIA)

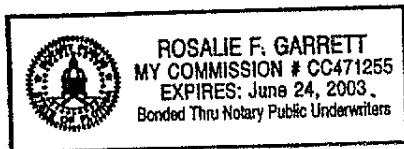
The foregoing instrument was acknowledged to before me on this 31st day of December, 2001,
by MICHAEL L. PATE, as President of SOUTHERN CRANE RENTAL, INC., a Florida corporation,
on behalf of the corporation. He is personally known to me or has produced
_____ as identification.



Rosalie F. Garrett
Print Name: ROSALIE F GARRETT
Notary Public, State of Florida
My Commission Expires: 6/24/03

STATE OF FLORIDA)
 :
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged to before me on this 31st day of December, 2001,
by MICHAEL L. PATE, as President of COASTAL CONSTRUCTION OF NORTHWEST
FLORIDA, INC., a Florida corporation, on behalf of the corporation. He is personally known to me
or has produced _____ as identification.



Rosalie F. Garrett
Print Name: ROSALIE F GARRETT
Notary Public
My Commission Expires: 6/24/03

EXHIBIT "A"

'95 SERVICE TRUCK, VIN #2FDHF37H4SCA54830

FRONT END LOADER, VIN # JEE 0041905