

KO/538

AW OF
MICHAEL H. MALE
PROFESSIONAL ASSOCIATION
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PLEASE REFER
TO FILE NO.

December 11, 1998

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

200002712462--5
-12/15/98--01032--001
*****86.75 *****86.75

Re: Articles of Merger
Cexco Corporation and ICA Construction Corp.

Dear Sir:

I am enclosing original and two copies of the Articles of Merger of the above referenced corporations, together with my check in the sum of \$86.75 to cover the \$70. filing fees and \$16.75 for a certified copy. Please also send me a conformed copy.

Sincerely yours,



Michael H. Male

MHM/ow
Enclosures

98 DEC 15 AM 8:04
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
OK
12/29

ARTICLES OF MERGER
Merger Sheet

MERGING:

CEXCO CORPORATION, a Florida corporation, document number J32657

INTO

ICA CONSTRUCTION CORPORATION, a Florida corporation, K01538

File date: December 15, 1998

Corporate Specialist: Karen Gibson

**ARTICLES OF MERGER OF
ICA CONSTRUCTION CORPORATION
AND
CEXCO CORPORATION**

To: Department of State
Corporation Division
State Capitol Building
Tallahassee, FL 32304

FILED
98 DEC 15 AM 8:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED corporations have adopted an Agreement of Merger and hereby adopt these Articles of Merger. The name of the surviving corporation is ICA Construction Corporation.

EFFECTIVE DATE

The Merger of the undersigned corporations will become effective on the date these Articles are filed by the Department of State.

ADOPTION OF AGREEMENT

The shareholders of ICA Construction Corporation adopted the Plan of Merger on November 24, 1998 by written consent given in accordance with Section 607.074 of the Florida Business Corporation Act, and by the shareholders of CEXCO Corporation on November 24, 1998, by consent of its shareholders in accordance with law.

A copy of the entire Agreement and Plan of Merger is attached hereto as an Exhibit.

DATED: November 24, 1998.

ICA CONSTRUCTION CORPORATION

BY: _____

ERNESTO MARIN
Vice President

CEXCO CORPORATION

BY: _____

ERNESTO MARIN
Vice President

**AGREEMENT AND PLAN OF MERGER
BETWEEN
ICA CONSTRUCTION CORPORATION
and
CEXCO CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER is made as of the 24 day of November, 1998, by and between **ICA Construction Corporation**, a Florida corporation ("ICA"), and **CEXCO CORPORATION**, a Florida corporation ("CEXCO").

W I T N E S S E T H:

WHEREAS, ICA is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, CEXCO is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the respective Boards of Directors of the ICA and CEXCO deem it advisable and in the best interests of their respective corporations that CEXCO merge with and into the ICA, upon the terms and conditions set forth in this Agreement and Plan of Merger (the "Agreement") and pursuant to the applicable laws of the State of Florida; that all shares of CEXCO Stock be cancelled as a result of the foregoing Merger; and

WHEREAS, the respective Boards of Directors have, by resolutions duly adopted, approved this Agreement and have directed that the Agreement be submitted to the shareholders of the ICA and CEXCO for approval and adoption in any manner permitted under applicable Florida law;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions hereof, the parties hereto agree as follows:

1. Merger.

1.1 Upon the Effective Date (as hereinafter defined in Section 2.3), CEXCO shall be merged with and into ICA, which shall be the surviving corporation (sometimes called the "Surviving Corporation"), and ICA, on such date, shall merge CEXCO into itself in accordance with the terms hereof and the applicable laws of the State of Florida. The corporate existence of ICA, with all its purposes, powers and objects, shall continue unaffected and unimpaired by the Merger, and, as the Surviving Corporation, it shall carry on the business of ICA and shall be governed by the laws of the State of Florida. The separate existence and corporate organization of CEXCO shall cease upon the Effective Date, and thereupon, ICA and CEXCO shall be a single corporation.

1.2 Immediately upon the Effective Date, ICA, as the Surviving

Corporation, shall possess all of the rights, privileges, immunities, franchises, powers and purposes of each of the merging corporations; all property, real, personal, and mixed, all debts due on whatever account, including subscriptions to shares, all other choses in action, and all and every other interest of or belonging to or due to each of the merged corporations, shall vest in ICA, as the Surviving Corporation, without further act or deed; and ICA, as the Surviving Corporation, shall be responsible and liable for all the liabilities and obligations of each of the merged corporations, all in accordance with, and with the effect stated in the Florida Business Corporation Law ("FBCL").

1.3 Upon the Effective Date, all of the outstanding shares of Common Stock of CEXCO shall be cancelled.

1.3.2 Each share of Common Stock held in CEXCO's treasury on the Effective Date shall be cancelled.

2. Shareholder Approval; Filing Date; Effective Date.

2.1 At the earliest practicable date, ICA shall either (a) call a meeting of its shareholders to consider and vote upon the approval of this Agreement, or (b) obtain the approval of its shareholders by means of a consent in writing. In the former case, the affirmative vote of 100% of the holders of common stock entitled to vote at such meeting shall be required for approval. In the latter case,

the written consent must be signed by holders of 100% of common stock entitled to vote at a meeting were such a meeting to be held.

2.2 At the earliest practicable date, CEXCO shall either (a) call a meeting of its shareholders to consider and vote upon the approval of this Agreement, or (b) obtain the approval of its shareholders by means of a consent in writing. In the former case, the affirmative vote of 100% of the holders of common stock entitled to vote at such meeting shall be required for approval. In the latter case, the written consent must be signed by holders of 100% of common stock entitled to vote at a meeting were such a meeting to be held.

2.3 If the Agreement shall have been approved by the shareholders of ICA and CEXCO in accordance with Sections 2.1 and 2.2 hereof, then the appropriate officers of ICA and CEXCO shall sign and acknowledge Articles of Merger and, as promptly as is practicable shall deliver such Articles of Merger to the Department of State of Florida to be filed. The date on which the Articles of Merger are delivered for filing to the Department of State of Florida is herein called the "Filing Date," and the date on which the Articles of Merger are actually filed by the Department of State of Florida is hereby referred to as the "Effective Date."

3. Articles of Incorporation; By-Laws; Board of Directors; Officers.

3.1 The Articles of Incorporation and By-Laws of ICA, as in effect on the Effective Date, shall remain the Articles of Incorporation and By-laws of the Surviving Corporation, until the same shall be altered or amended in accordance with the provisions thereof and the laws of the State of Florida. The amendments set forth in the subsections below shall take effect on the Effective Date.

3.2 The Directors of ICA on the Effective Date shall become the directors of the Surviving Corporation and shall hold office from the Effective Date until their successors shall have been duly elected and qualified, in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

3.3 The officers of ICA on the Effective Date shall become the officers of the Surviving Corporation and shall hold office from the Effective Date until their successors shall have been duly elected and qualified, in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

4. Amendment.

4.1 This Agreement may be amended by ICA and CEXCO, in any way as may be authorized by the respective Boards of Directors of ICA and CEXCO, except that after approval of this Agreement by the requisite shareholders, any

amendment which, in the judgement of the Board of Directors of ICA, adversely affects the rights of the holders of ICA's Common Stock (other than a termination of this Agreement) shall be approved by ICA's shareholders, in any manner permissible under Florida law.

5. Miscellaneous.

5.1 All costs and expenses of ICA and of CEXCO incident to preparing, entering into and carrying out this Agreement and consummating the Merger, including, without limitation, fees and expenses of counsel, costs of printing and mailing any information materials or other materials to be prepared and furnished in connection with the Merger, shall be borne by ICA.

6.2 This Agreement supersedes all prior agreements between the parties, whether written or oral, is intended as a complete and exclusive statement of the terms of the Merger between the parties, may not be changed or terminated orally, and shall be governed by Florida law. The headings contained in this Agreement are for purposes of reference only and shall not affect in any way the meaning or interpretation of this Agreement.


6.3 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 be deemed to be one and the same instrument.

IN WITNESS WHEREOF, ICA and CEXCO, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have each caused this Agreement to be executed by its Vice President and its corporate seal (when applicable) to be affixed hereto

ICA CONSTRUCTION CORPORATION

(CORPORATE SEAL)


BY:


Ernesto Marin, Vice President

CEXCO CORPORATION

(CORPORATE SEAL)

BY:


Ernesto Marin, Vice President