

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
MID-ALABAMA CONSTRUCTION, INC..

Pursuant to the provisions of Section 10-2A-113 of the Code of Alabama, 1975, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Mid-Alabama Construction, Inc.

SECOND: The following amendments of the Articles of Incorporation were adopted by the sole shareholders of the corporation on January 31 1983, in the manner prescribed by the Alabama Business Corporation Act. Article 8 is deleted in its entirety. Article 4 is deleted and the following is substituted therefor:

"4. Authorized Shares:

A. The aggregate number of shares which the corporation shall have the authority to issue is one million (1,000,000) shares. Such shares shall be divided into the following designated classes consisting of the following number of shares in each class:

(1) Five hundred thousand (500,000) shares of common stock, par value \$1.00 per share.

(2) Five hundred thousand (500,000) shares of non-convertible, cumulative preferred stock, par value \$1.00 per share.

B. The preferences, limitations, and relative rights of each class of stock are fixed as follows:

(1) Voting rights.

(a) Common stock. At all elections of directors of the corporation and in respect of all other matters as to which the vote or consent of shareholders of the corporation shall be required to be taken, the holders of the common stock shall be entitled to one (1) vote for each share held by them.

(b) Cumulative preferred stock. The holders of the cumulative preferred stock shall not be entitled to vote with respect to the election of directors of the corporation or in respect of any matter as to which the vote or the consent of the shareholders of the corporation shall be required to be taken, except as otherwise provided by law.

(2) Dividends.

(a) Cumulative preferred stock. The holders of the cumulative preferred stock shall be entitled to receive, out of funds legally available therefor, cumulative dividends at the rate of fifteen (15) % per share per year, and no more, payable in cash, quarter-annually, on the first days of January, April, July and October in each year, beginning in July, 1983. No dividends shall be declared or paid or any distribution made on the shares of common stock of the corporation so long as any of the cumulative preferred stock remains outstanding unless all quarterly dividends then due on the cumulative preferred stock have been either paid or declared and a sum sufficient for payment has been set apart.

The holders of the cumulative preferred stock shall not be entitled to any dividends other than the full cumulative dividends in cash at the above rate, and shall be entitled to no interest on unpaid cumulative dividends.

(b) Common stock. Whenever there shall have been declared in any fiscal year and paid, or funds therefor irrevocably set apart, dividends on the cumulative preferred stock at the rate of fifteen (15) % per share, then dividends on the common stock may be declared, payable then or thereafter in such amount as the board of directors may determine out of the remaining earnings or assets of the corporation legally available for the payment of such dividends; provided, however, that no dividends in cash, property, or stock (other than stock subordinate to the cumulative preferred stock) shall be declared on the common stock, if, as a result thereof, such payment will reduce the aggregate of the stated capital, capital surplus, and earned surplus of the corporation below in amount equal to \$1.00 for each of the shares of the cumulative preferred stock which may be issued and then outstanding, exclusive of any such shares then held in the treasury of the corporation.

(c) Except as otherwise provided herein, dividends on any stock of the corporation shall be payable only out of earnings or assets of the corporation legally available for the payment of such dividends.

(3) Redemption.

The shares of cumulative preferred stock may be redeemed at the option of the board of directors in whole or in part from time to time on any dividend payment date but not sooner than two (2) years after the date of issue of the shares to be redeemed at a cash price per share of \$1.00 plus all dividends which on a redemption date have accrued on the shares to be redeemed and have not been paid or declared and a sum sufficient for payment set apart (the "redemption price"). Notice of any such redemption shall be given by mailing to the holders of cumulative preferred stock a notice of such redemption, First Class, postage prepaid, not later than the 30th day, and not earlier than the 60th day before the date fixed for redemption, at their last addresses as they shall appear upon the books

of the corporation. Any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the shareholder received such notice; and failure to duly give such notice by mail, of any defect in such notice, to any holder of cumulative preferred stock shall not affect the validity of the proceeding of the redemption of the other cumulative preferred shares.

The notice of redemption to each shareholder of cumulative preferred stock shall specify the number of shares of such holder to be redeemed, the date fixed for redemption and the redemption price at which the cumulative preferred stock is to be redeemed, shall specify when payment of the redemption price is to be made upon surrender of such shares, and shall state that accrued dividends to the date fixed for redemption will be paid as specified in said notice and that from and after said date dividends thereon will cease to accrue. All shares of cumulative preferred stock so redeemed shall be retired in the manner provided by law and such shares may not be reissued.

(4) Rights on Liquidation.

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation, the holders of the cumulative preferred stock then outstanding shall be entitled to receive in cash out of the assets of the corporation available for distribution to its shareholder, before any amount shall be paid to the holders of the common stock, (a) an amount equal to \$1.00 (one dollar) per share if such liquidation, dissolution or winding up is involuntary, or (b) an amount equal to \$1.00 (one dollar) per share if such liquidation, dissolution or winding up is voluntary, plus in each such case an amount equal to all accumulated and unpaid dividends thereon to the date fixed for payment of such distributive amount. After such payment the cumulative preferred stock shall not be entitled to share further in the distribution of assets of the corporation. If, upon liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, the assets distributable among the holders of the outstanding cumulative preferred stock shall be insufficient to permit the payment in full to the holders of the cumulative preferred stock of the preferential amounts stated above, then the entire assets of the corporation available for distribution to its shareholders shall be distributed ratably among the holders of the outstanding cumulative preferred stock according to the amount which they respectively would be entitled to receive if such assets were sufficient to permit the payment in full of said amounts. Neither the consolidation nor the merger of the corporation with or into any other corporation or corporations nor the sale or lease of all or substantially all of the assets of the corporation shall be deemed a liquidation, dissolution or winding up of this corporation within the meaning of any of the provisions of this subparagraph.

(5) Restrictions on Transfer of Stock:

All issued shares of stock of this corporation of all classes shall be subject to the following restriction on transfer:

(a) For purposes of this Paragraph 5:

(i) A shareholder desiring to sell or otherwise transfer, given or assign his or her stock in this corporation, in whole or in part, shall be referred to as the "offeror;"

(ii) A non-shareholder to whom such sale or other transfer is proposed shall be referred to as the "offeree;" and

(iii) The shareholders, individually and collectively, of this corporation, other than the shareholder-offeror, shall be referred to as the "optionee(s)."

(b) Any shareholder in this corporation may, without restriction or limitation, sell, or otherwise transfer, his or her stock herein, in whole or in part, to any other shareholder(s) in this corporation.

(c) In the event any shareholder desires to sell or otherwise transfer his or her stock herein, in whole or in part, to a bona fide offeree other than a then existing shareholder, the following procedures shall be followed:

(i) The offeror shall furnish and deliver to the corporation and to the optionee(s), at each of their last known business addresses, a letter of intent, containing the name and address of the offeree, and complete details as to the terms and conditions of the offer under which said sale or other transfer is to be effectuated.

(ii) The offeror shall grant to the corporation the first option and shall grant to the other shareholders of the corporation the second option to purchase said stock or effectuate such transfer of said stock to it or themselves, under the same terms and conditions as set forth in the letter of intent described in subparagraph (1) herein herein above.

(iii) The corporation shall be considered as the primary optionee and shall have thirty (30) days from the date of receipt of the letter of intent within which to exercise such option, by letter in writing, addressed to the offeror, and copies thereof to each of the other optionees, at each of their last known business addresses. Upon the failure of the corporation to exercise its option, each of the other optionees shall have thirty (30) days from the date of the expiration of the first option period within which to exercise their said option. In the absence of any other agreement between or among the optionees, if all the optionees elect to purchase said stock, said stock of the offeror shall be purchased by the optionees in the same proportion as their respective stock ownership in the corporation. If all optionees do not elect to purchase their proportionate share of the offeror's stock, such optionees who desire to purchase such stock shall each be entitled to purchase such proportionate share of the offeror's stock as the percentage of his or her respective stock interest in the corporation bears to the total percentage of all stock interests in the corporation held by all of the optionees desiring to purchase the offeror's stock. Notwithstanding the foregoing, the election of the optionees to purchase proportionate shares of the offeror's stock not aggregating the offeror's entire stock shall be of no effect.

(iv) If the corporation and the optionees fail to elect to purchase said stock within said option period, then the offeror shall be free to sell all of his or her stock to the original offeree at the price and upon the terms and conditions set forth in said offer, provided, however, that such sale must be consummated within two (2) months following the expiration of the optionee's second option.

(v) Upon a sale or other transfer to the offeree, the offeree will then hold said stock as a shareholder, subject to all of the terms and conditions of these Articles of Incorporation in the place and stead of the selling shareholder, including the provisions contained in this Paragraph 5.

(vi) If said sale is not made between selling shareholder and such other purchaser within said two (2) month period after the expiration of said second option, all of the terms, conditions, and restrictions of this Paragraph 5 of these Articles of Incorporation shall be reinstated and the right of the selling shareholder to sell his stock to such purchaser pursuant to said original offer shall terminate."

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 100; and the number of shares entitled to vote thereon was 100.

Dated February 15, 1983.

MID-ALABAMA CONSTRUCTION, INC.

BY James T. Davis  
Its President

and Carol P. Scott  
Its Secretary-Treasurer

STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public, do hereby certify that on this 15th day of February, 1983, personally appeared before me James T. Davis and Carol P. Scott, who, being by me first duly sworn, declared that they are the President and Secretary-Treasurer of Mid-Alabama Construction, Inc., that they signed the foregoing document as President and Secretary-Treasurer of the corporation and that the statements therein contained are true.

James R. Davis  
Notary Public



OFFICE OF THE PROBATE JUDGE SHELBY COUNTY, ALABAMA  
CERTIFICATION OF AMENDMENT  
OF  
MID-ALABAMA CONSTRUCTION, INC.

The undersigned, as Judge of Probate of Shelby County, Alabama, hereby certifies that Articles of Amendment to the Articles of Incorporation of Mid-Alabama Construction, Inc., duly signed and verified pursuant to the provisions of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

24 PAGE 118  
BOOK  
ACCORDINGLY the undersigned, as such Judge of Probate and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation of Mid-Alabama Construction, Inc., and attaches hereto a certified copy of the Articles of Amendment.

Dated February 15, 1983.

Thomas A. Brundley, Jr.  
Judge of Probate

RECEIVED  
SHELBY COUNTY, ALA.  
FEBRUARY 15 1983  
1983 FEB 15 PM 2:48  
THOMAS A. BRUNDLEY, JR.  
JUDGE OF PROBATE

Rec 10.00  
Jud 1.00  
11.00