

**MINUTES OF SPECIAL MEETING OF THE MEMBERS OF
JAMES PAVING COMPANY, LLC**

A special meeting of the Members of the above-captioned LLC was held on the date and time and at the place set forth in the written waiver of notice signed by the Members, fixing such time and place, and prefixed to the minutes of this meeting.

All of the members being present, the meeting was called to order by Larry D. James, who then advised that the meeting was called to amend the Articles of Organization and Operating Agreement, which was previously executed at the formation of the LLC. Specifics of said Articles of Organization are attached hereto and made a part hereof by reference thereto as Exhibit "A".

IT IS, THEREFORE, RESOLVED, that the Operating Agreement of JAMES PAVING COMPANY, LLC, be modified and amended as follows:

Member	Membership Interest
Larry D. James Calera, Alabama 35040	100%

The membership interest of JAMES PAVING COMPANY, LLC, is modified as above listed to indicate the ownership interest of member, Larry D. James, who is now the sole and managing member. The same is pursuant to that Final Order in the Circuit Court of Shelby County, Alabama, Case No DR-08-900377, provision "THIRTEENTH" as set out on page 13 of said Order. The same is attached hereto, as Exhibit B.

All other paragraphs of the Operating Agreement not affected by this amendment are ratified and remain unchanged.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Dated this the 2ND day of March, 2009.


Larry D. James, Member

WAIVER OF NOTICE OF SPECIAL MEETING OF THE MEMBERS OF
JAMES PAVING COMPANY, LLC

WE, the undersigned, being all of the Members of the LLC, hereby agree and consent that a special meeting of the Members of the LLC be held on the date and time and at the place designated hereunder, and we do hereby waive all notice whatsoever of such meeting and any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any meeting by the Members present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be valid and legal and of the same force and effect as if such meeting or adjourned meeting were to have been held after notice.

Place of Meeting: 2163 HWY 31 SOUTH, PELHAM, AL
Date of Meeting: March 2, 2009
Time of Meeting: 9:00 a.m.
Purpose of Meeting: To amend the Operating Agreement, Articles of Organization and ownership structure of JAMES PAVING COMPANY, LLC

Dated this the 2ND day of March 2009.


LARRY D. JAMES, MEMBER

**UNANIMOUS WRITTEN CONSENT OF THE MEMBERS OF
JAMES PAVING COMPANY, LLC**

The undersigned, being all of the members of JAMES PAVING COMPANY, LLC, hereby waive all notice and authorize, adopt, approve and consent to the following, in accordance with Alabama law, and the operating agreement of JAMES PAVING COMPANY, LLC.

WHEREAS, a change in membership has been affected in the LLC;

NOW, THEREFORE, be it resolved, that Larry D. James is assigned on hundred percent (100%) membership interest of in JAMES PAVING COMPANY, LLC, and any notice or other requirements in association with the operating agreement executed for JAMES PAVING COMPANY, LLC are hereby complied with and are complete by unanimous consent. The same is pursuant to that Final Order in the Circuit Court of Shelby County, Alabama, Case No DR-08-900377, provision "THIRTEENTH" as set out on page 13 of said Order. The same is attached hereto, as Exhibit A.

The Same is done on this the 2nd Day of March, 2009.

WITNESS:



JAMES PAVING COMPANY, LLC

By: 

Larry D. James

Its: Member

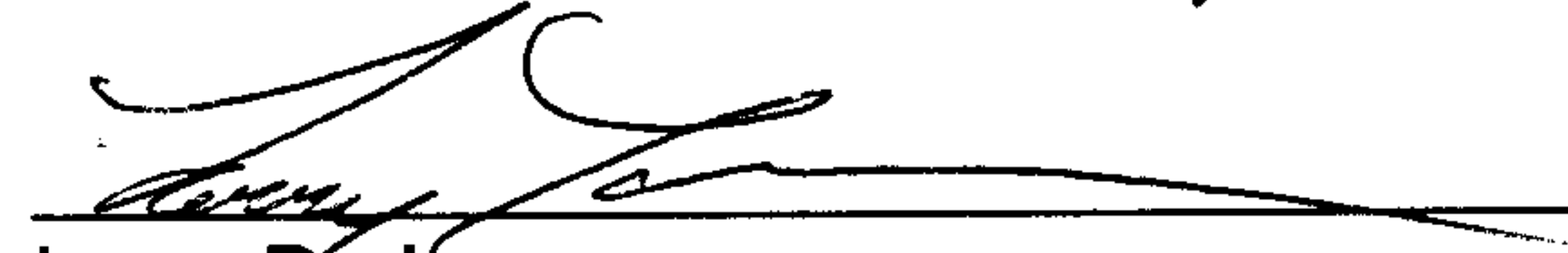
**ACCEPTANCE OF TOTAL MEMBERSHIP INTEREST FOR
JAMES PAVING COMPANY, LLC**

Pursuant to that Final Order in the Circuit Court of Shelby County, Alabama, Case No DR-08-900377, provision "THIRTEENTH" as set out on page 13 of said Order. The same is attached hereto, as Exhibit A, the undersigned, Larry D. James, is hereby set out as sole member of the hereinabove named LLC, does hereby accept the conveyance of one hundred percent (100%) of the membership interest which he now owns in JAMES PAVING COMPANY, LLC, as set out in said order.

Said member does certify and represent that he does hold said membership interest free and clear of any and all liens, charges and incumbrances, subject only to the terms and conditions of the operating agreement of JAMES PAVING COMPANY, LLC, and those obligations arising thereunder. This acceptance may be executed in any number of counterparts, each of which when executed and delivered, will be deemed to be an original and all of which counterparts taken together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this assignment as of the 2nd day of March, 2009.

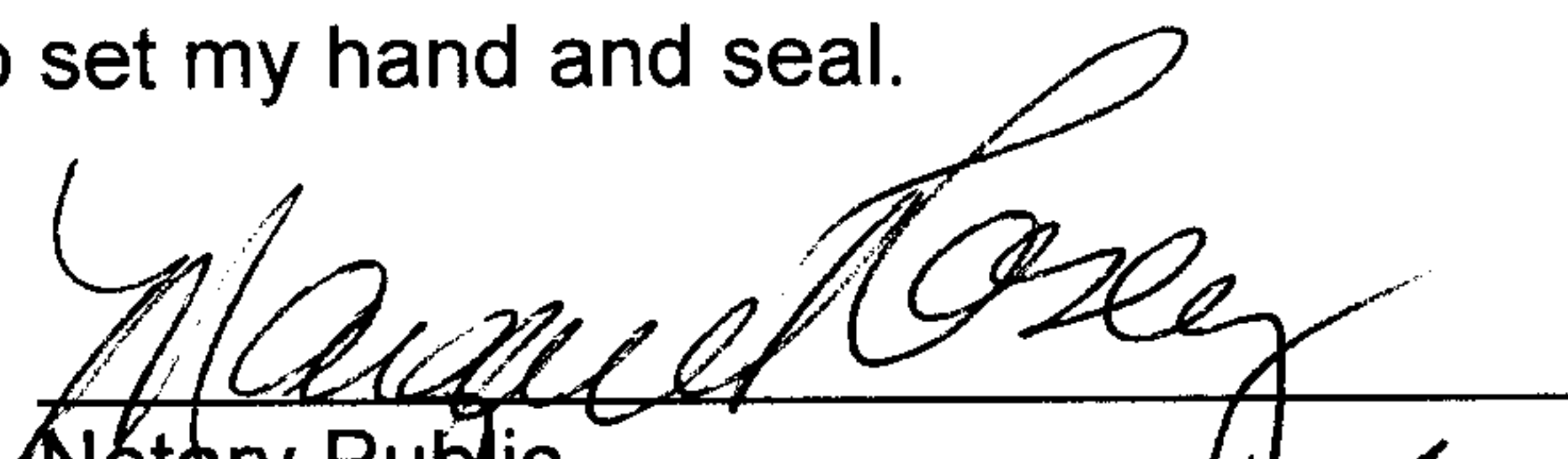
JAMES PAVING COMPANY, LLC


Larry D. James

STATE OF ALABAMA
SHELBY COUNTY

On this the 2nd day of March, 2009, before me the undersigned notary public, personally appeared Larry D. James, who is known to me, or personally proven to be the person whose name is subscribed to the hereinabove assignment of membership, and he did acknowledge that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereto set my hand and seal.


Notary Public
My Commission Expires: 7/15/10