

162030

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

RINKER TRANSPORT CORPORATION, a Florida corporation, K31482

INTO

RINKER MATERIALS CORPORATION, a Florida corporation, 162030.

File date: April 25, 1997

Corporate Specialist: Joy Moon-French

Account number: 072100000032

Account charged: 70.00



THE UNITED STATES
CORPORATION
COMPANY

162030

ACCOUNT NO. : 072100000032

REFERENCE : 344017 137711A

AUTHORIZATION :

Patricia Pyjette

COST LIMIT : \$ 70.00

ORDER DATE : April 25, 1997

ORDER TIME : 10:21 AM

ORDER NO. : 344017-005

CUSTOMER NO: 137711A

100002154981--0

CUSTOMER: Sandy Armengau, Legal Asst
William J. Payne, Esq
Suite 120
2401 Pga Boulevard
Palm Beach Gdns, FL 33410

ARTICLES OF MERGER

RINKER TRANSPORT CORORATION
"RTC"

INTO

RINKER MATERIALS CORPORATION
"RMC"

FILED
97 APR 25 PM 4:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

*Authorized
correction*

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS:

5/1
*John
Morgan*

10

Still needs
correction



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

April 28, 1997

CSC
CARINA
TALLAHASSEE, FL

SUBJECT: RINKER MATERIALS CORPORATION
Ref. Number: 162030

APR 29 9:55 AM
RECEIVED
Please give original
submission date as file date

We have received your document for RINKER MATERIALS CORPORATION and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

The merger should include the manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6957.

Joy Moon-French
Corporate Specialist

Letter Number: 697A00021753

The actual date the board of directors approved the merger must be included in the Articles of Merger — the date shown now is the effective date (March 31, 1997) — the documents were executed 3/25/97, the date of adoption by the board should be on or prior to that date.

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF MERGER OF RINKER TRANSPORT
CORPORATION INTO RINKER MATERIALS CORPORATION**

FILED

97 APR 25 PM 4:22

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.1101, 607.1104 and 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned corporations adopt the following Articles of Merger for the purpose of merging Rinker Transport Corporation ("RTC"), a wholly owned subsidiary Florida corporation, into Rinker Materials Corporation ("RMC"), a Florida Corporation, as the surviving corporation.

1. A Plan and Agreement of Merger (Exhibit "A" attached hereto) was approved and adopted March 25, 1997, effective March 31, 1997 by the Board of Directors of the undersigned corporations, in the manner prescribed by the Act and since shareholder approval of the Plan is not required in accordance with Section 607.1104 of the Act, RTC, as the shareholder of all outstanding shares of RTC, waives mailing of the Plan.

2. Pursuant to the Plan of Merger, all issued and outstanding shares of RTC's stock will be acquired by means of a merger of RTC into RMC with RMC the surviving corporation ("Merger")

3. The number of outstanding shares of each class of the subsidiary corporation and the number of such shares of each class owned by the surviving corporation are as follows:

<u>Subsidiary</u>	<u>Charter No.</u>	<u>Shares Outstanding</u>	<u>Class</u>	<u>Shares Owned By Surviving Corp.</u>
RTC	K31482	100	Common	100

4. This merger shall be effective March 31, 1997.

IN WITNESS WHEREOF, each of RMC and RTC have caused these Articles of Merger to be executed by its duly authorized officers as set forth below this 25th day of March, 1997.

RINKER TRANSPORT CORPORATION

By: Karl H. Watson
KARL H. WATSON, Executive
Vice-President

By: James R. Davis
JAMES R. DAVIS, Secretary

RINKER MATERIALS CORPORATION

By: William L. Snyder
WILLIAM L. SNYDER, President

By: James R. Davis
JAMES R. DAVIS, Secretary

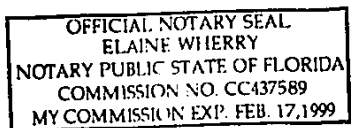
ACKNOWLEDGMENT AS TO RMC

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of March, 1997, by WILLIAM L. SNYDER, President and JAMES R. DAVIS, Secretary of RINKER MATERIALS CORPORATION, a Florida corporation, on behalf of the Corporation, who

✓ is personally known to me, or
_____ has produced _____ as identification.

[NOTARY STAMP OR SEAL]



Elaine Wherry
Notary Name: Elaine Wherry
Notary Public

Commission expiration date: 2/17/99

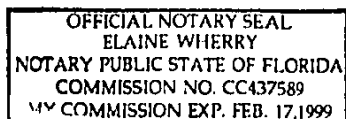
ACKNOWLEDGMENT AS TO RTC

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of March, 1997, by KARL H. WATSON, Executive Vice-President and JAMES R. DAVIS, Secretary of RINKER TRANSPORT CORPORATION, a Florida corporation, on behalf of the Corporation, who

✓ is personally known to me, or
_____ has produced _____ as identification.

[NOTARY STAMP OR SEAL]



Elaine Wherry
Notary Name: Elaine Wherry
Notary Public

Commission expiration date: 2/17/99

PLAN AND AGREEMENT OF MERGER

Between

RINKER MATERIALS CORPORATION

and

RINKER TRANSPORT CORPORATION

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER between RINKER MATERIALS CORPORATION, a Florida corporation ("RMC"), and RINKER TRANSPORT CORPORATION, a Florida corporation and a wholly-owned subsidiary of RMC ("RTC"), and effective March 31, 1997.

ARTICLE I

THE MERGER

Section 1.1 Surviving Corporation. At the Effective Time (as defined in Section 1.2 hereof) and in accordance with the provisions of this Agreement and the Florida Business Corporation Act (the "Corporation Act"), RTC shall be merged into RMC. RMC shall (a) be the surviving corporation, (b) continue its corporate existence under the laws of the State of Florida, (c) retain its present name, and (d) succeed to all rights, assets, liabilities and obligations of RTC in accordance with the provisions of the Corporation Act.

Section 1.2 Effective Time. The merger shall become effective March 31, 1997, or any other time agreed to by the parties.

Section 1.3 Closing. (a) Any closing under this Agreement (the "Closing") shall take place at the offices of RMC at 10:00 a.m., on March 28, 1997, or such other time, place or date as RMC and RTC may mutually agree.

(b) RMC and RTC shall execute Articles of Merger and RMC and RTC shall cause such Articles and any other required documentation to be executed, filed and recorded in accordance with the applicable provisions of the Corporation Act.

(c) Notwithstanding the approval of this Agreement by the boards of directors of RMC and RTC and the shareholders of RTC, no agreement between RMC and RTC to change the place, time or date of the Closing or to extend the latest date on which the Closing may take place shall require the approval of the shareholders of RMC or RTC.

Section 1.4 Articles of Incorporation. The Articles of Incorporation of RMC as in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until amended.

Section 1.5 By-Laws. The By-Laws of RMC as in effect at the Effective Time, shall be the By-Laws of the Surviving Corporation until amended.

Section 1.6 Directors. The directors of RMC as in effect at the Effective Time shall be the directors of the Surviving Corporation until their respective successors are elected.

ARTICLE II

CANCELLATION OF SHARES

Section 2.1 Cancellation of Shares. At the Effective Time, by virtue thereof, and without any action by the holders thereof, all shares of the common stock of RTC shall be canceled and retired.

Section 2.2 Closing of Stock Transfer Books. At the Effective Time, by virtue thereof the stock transfer book of RTC shall be closed, and no transfer of shares of Common Stock of RTC shall thereafter be made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties Regarding RMC

(a) Organization and Good Standing. RMC is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

(b) Authorization and Validity of Agreement. RMC has all requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement by RMC and the consummation by it of the transactions contemplated hereby have been duly authorized by the board of directors of RMC.

Section 3.2 Representations and Warranties Regarding RTC

(a) Organization and Good Standing. RTC is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

(b) Authorization and Validity of Agreement. RTC has all requisite corporate power and authority to enter into this Agreement and carry out its obligations hereunder. The execution, delivery and performance of this Agreement by RTC and the consummation by it of the transactions contemplated hereby have been duly authorized by the board of directors of RTC and no other corporate action or proceeding on the part of RTC is necessary for the execution, delivery and performance by RTC of this Agreement and the consummation by RTC of the transactions contemplated hereby.

ARTICLE IV

TERMINATION, AMENDMENT AND WAIVER

Section 4.1 Termination. This Agreement may be terminated at any time prior to the Effective Time.

- (a) by mutual written consent of the boards of directors of RMC and RTC;
- (b) by RMC or RTC, if any court shall have issued an order, or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

Section 4.2 Effect of Termination. In the event of the termination of this Agreement by RMC or RTC as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of RMC or RTC or their respective officers or directors.

Section 4.3 Amendment. This agreement may be amended at any time by RMC and RTC.

Section 4.4 Waiver. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein.

Section 4.5 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, RMC and RTC have caused this Agreement to be signed by their respective officers this 25th day of March, 1997.

RINKER MATERIALS CORPORATION

RINKER TRANSPORT CORPORATION

By: William L. Snyder (SEAL)
WILLIAM L. SNYDER, President

By: Karl H. Watson (SEAL)
KARL H. WATSON, Executive
Vice-President

By: James R. Davis (SEAL)
JAMES R. DAVIS, Secretary

By: James R. Davis (SEAL)
JAMES R. DAVIS, Secretary

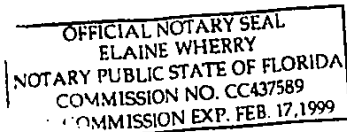
ACKNOWLEDGMENT AS TO RMC

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of March, 1997, by WILLIAM L. SNYDER, President and JAMES R. DAVIS, Secretary of RINKER MATERIALS CORPORATION, a Florida corporation, on behalf of the Corporation, who

✓ is personally known to me, or
_____ has produced _____ as identification.

[NOTARY STAMP OR SEAL]



Elaine Wherry
Notary Name: Elaine Wherry
Notary Public

Commission expiration date: 2/17/99

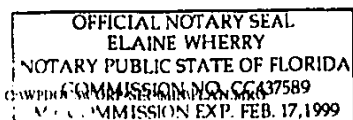
ACKNOWLEDGMENT AS TO RTC

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of March, 1997, by KARL H. WATSON, Executive Vice-President and JAMES R. DAVIS, Secretary of RINKER TRANSPORT CORPORATION, a Florida corporation, on behalf of the Corporation, who

✓ is personally known to me, or
_____ has produced _____ as identification.

[NOTARY STAMP OR SEAL]



Elaine Wherry
Notary Name: Elaine Wherry
Notary Public

Commission expiration date: 2/17/99