144218

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Articles of Merger

September 26, 1988, effective September 30, 1988

10 pgs.

144278

No. 009839

CAPITAL CONNECTION, INC.
226 W. Georgia Street, Tallahassee, FL 32301, (904) 224-8870
Mailing Address Post Office Box 10349, Tallahassee, FL 32302
Your Florida TOLL FREE No. 1-800-342-8062

RE: Zorba Rock Industries, Inc

	C.C. FEE.	DISBURSED
Capital Express™		
Art. of Inc. File		
Corp. Record Search		
Ltd. Partnership File		
✓ Foreign Corp. File		
✓ ( ) Cert. Copy(s)		
Art. of Amend. File		
Dissolution/Withdrawal		
C U S		
Good Standing Cert.		
Name Reservation		
Annual Report		
Reg. Agent Service		
✓ Document Filing merger		
Corporate Kit		
Vehicle Search		
Driving Record		
Document Retrieval		
09/29/88 00074 002		
UCC 1 or 3 File MERGERS		
UCC 11 Search CERT/PHOTO COPY		30.00
UCC 11 Retrieval MERGER		40.00
File No's. ========		
Courier Service TOTAL		70.00
Postage/Shipping		
Phone ( )		
Top Priority		
Express Mail Prep.		
SUBTOTALS		

Service: Top Priority_____ Priority_____

To us via ______ Return via ______

Job No.: ______ Express Mail No ______

State Fee $ ______ Our $ ______

merge

Name Availability	
Document Examiner	M
Updater	M
Updater Verifyer	M
Acknowledgement	M
W. P. Verifyer	

C. TAX / FEE	$
FILING / DISBURSED 4000	$
R AGENT FEE / SURCHARGE 30	$
C. COPY / FAX 30	$
PREPAID	$
BALANCE DUE	$
RE UND	
	$
	$

REQUEST	TAKEN	CONFIRMED	APPROVED
DATE			
TIME			CK No.
BY			

WALK-IN
Will Pick Up 9-26 3:00

Please remit invoice number with payment
TERMS: NET 10 DAYS FROM INVOICE DATE
1½% per month on Past Due Amounts
Past 30 Days, 18% per Annum.

THANK YOU
from
Your Capital Connection

144218

ARTICLES OF MERGER

NAMES OF MERGED CORPORATION(S)	STATE OF INCORPORATION	CHARTER NUMBER(S), IF APPLICABLE
ARUNDEL MATERIALS CORP.	Florida	J42217

----MERGING INTO----

NAME OF SURVIVING CORPORATION	STATE OF INCORPORATION	CHARTER NUMBER, IF APPLICABLE
FLORIDA ROCK INDUSTRIES, INC.	Florida	144218

IF DIFFERENT, THE NAME OF THE SURVIVING CORPORATION IMMEDIATELY PRIOR TO THE FILING OF THE MERGER DOCUMENTS:

Filed Date: September 26, 1988

Effective Date, if applicable: September 30, 1988

Document Examiner: TM

Effective 9-30-88

ARTICLES OF MERGER
OF
ARUNDEL MATERIALS CORP.,
a Florida Corporation
(document number J42217)
with and into

FLORIDA ROCK INDUSTRIES, INC.,
a Florida Corporation
(document number 144218
the Surviving Corporation.

ARUNDEL MATERIALS CORP.

Certification

The undersigned Secretary of Arundel Materials Corp. certifies that the written Agreement and Plan of Merger was duly approved by unanimous consent of all shares of common stock entitled to vote as of September 15, 1988, and that attached hereto is a full and complete copy of said Agreement and Plan of Merger.

Secretary

FLORIDA ROCK INDUSTRIES, INC.

Certification

The undersigned Secretary of Florida Rock Industries, Inc. certifies that the written Agreement and Plan of Merger was duly approved by its Board of Directors as of September 15, 1988 and without a vote of shareholders pursuant to subsection 607.221(4), Florida Statutes, and that no shares of the surviving corporation are being issued under the Plan of Merger and accordingly at the date of this Certificate the outstanding shares of the surviving corporation were such to render such subsection applicable, and that attached hereto is a full and complete copy of said Agreement and Plan of Merger.

Secretary

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger, dated as September 15, 1988, by and between Florida Rock Industries, Inc., a Florida corporation (the "Company") and Arundel Materials Corp., a Florida corporation ("AMC").

RECITALS:

A. The Company and AMC are corporations organized and existing under the laws of the State of Florida.

B. The authorized capital stock of the Company consists of 20,000,000 shares of common stock, par value $.01 per share (the "Company Stock"). On the date hereof, 9,208,705 shares are issued and outstanding, excluding shares held in the treasury of the Company.

C. The authorized capital stock of AMC consists of One Thousand (1,000) shares of common stock, par value $10.00 per share (the "Common Stock"). On the date hereof, 1,000 shares of Common Stock are issued and outstanding. Each share of Common Stock outstanding is entitled to one vote.

D. The Boards of Directors of the Company and AMC each deem the merger of AMC with and into the Company desirable and in the best interests of their respective corporations and in the best interest of their respective stockholders.

E. The respective Boards of Directors of each of the Company and AMC have approved this Agreement and Plan of Merger (the "Merger Agreement") by resolutions duly adopted by the Board of Directors of each. AMC has directed that this Merger Agreement be submitted to a vote of its sole stockholder. Pursuant to the provisions of Section 607.221(4), Florida Statutes, no vote of the stockholders of the Company is required.

NOW, THEREFORE, in consideration of the premises and of the mutual provisions, agreements, covenants and conditions herein contained, and in accordance with the applicable provisions of the Corporation Law of the State of Florida, the Company and AMC hereby agree as follows:

ARTICLE I

MERGER

At the Effective Time of the Merger, AMC shall be merged with and into the Company which shall be the surviving corporation (the "Merger"). The corporate existence of the

Company shall continue unaffected and unimpaired by the Merger and as the surviving corporation it shall continue to operate for the purposes set forth in the Company's Articles of Incorporation and continue to be governed by the laws of the State of Florida.

ARTICLE II

ARTICLES OF INCORPORATION

The Articles of Incorporation of the Company as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Company immediately after such Effective Time.

ARTICLE III

Board of Directors

The Board of Directors of the Company from time to time and after the Effective Time of the Merger shall be the same as the Board of Directors of the Company immediately prior to the Merger.

ARTICLE IV

EXCHANGE AND PAYMENT OF SHARES

The manner and basis of converting the Common Stock of the Company and the AMC Stock shall be as follows:

(a) Each share of Common Stock of AMC outstanding at the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist, but, upon the surrender to the Company of the certificates evidencing such shares of Common Stock, the stockholder of the Company, at the Effective Time of the Merger, or an assignee of such holder who presents evidence of assignment satisfactory to the Company, shall be entitled to a payment by the Company of $1235 cash, without interest, for each Share of Common Stock so held, being an amount equal to the estimated book value of AMC, per share, as of the Effective Time of the Merger.

(b) Each share of the Company stock outstanding on the Effective Time of the merger shall continue to be outstanding as the Common Stock of the Company.

ARTICLE V

EFFECTIVE TIME OF MERGER

The Merger shall become effective at 11:59 p.m. September 29, 1988 ("the Effective Time"). The Merger Agreement shall be filed with the Secretary of State of the State of Florida as soon as practicable after approval of the Merger Agreement by the stockholder of AMC, but in any event on or before September 30, 1988.

ARTICLE VI

RIGHTS AND OBLIGATIONS; FURTHER ASSURANCES

At the Effective Time of the Merger, the separate existence of AMC shall cease and the Company shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and subject to all of the restrictions, disabilities and duties of AMC and all and singular, the rights, privileges, powers and franchises of AMC, and all property, real, personal and mixed, and all debts due to AMC on whatever account, and all other things in action or belonging to AMC, shall be vested in the Company and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Company as they were of the AMC and the title to any real estate preserved unimpaired, and all debts, liabilities and duties of AMC shall thenceforth attach to the Company and may be enforced against the Company to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Company.

From time to time as and when requested by the Company and to the extent permitted by law, the officers and directors of AMC last in office shall and will execute and deliver such deeds and other instruments and will take or cause to be taken further or other actions as shall be necessary in order to vest or perfect in or to confirm or record or otherwise the Company's title to, and possession of, all of the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of AMC, and otherwise to carry out the purpose of this Merger Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants as follows:

(a) The Company is a duly organized corporation in good standing under the laws of the State of Florida. The Company has full power and authority to own its assets and operate its business in the manner presently operated.

(b) The copies of the Articles of Incorporation and all amendments thereto, and of the By-Laws of the Company which have been furnished to AMC are true, correct and complete copies thereof.

(c) The authorized and issued and outstanding capital stock of the Company is as set forth in the Recitals of this Merger Agreement. All of the issued and outstanding shares of capital stock of the Company are duly and validly issued, fully paid and non-assessable.

(d) At the Effective Time, the Company will not be subject to any restrictions or agreements which would prohibit, or be violated by the consummation of the transactions contemplated hereby. The execution and delivery of this Merger Agreement, and consummation by the Company of the transactions contemplated hereby do not violate or conflict with any law, judgment or decree known to the Company.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES OF AMC

AMC represents and warrants as follows:

(a) AMC is a duly organized corporation, in good standing under the laws of the State of Florida.

(b) The copies of the Articles of Incorporation and all amendments thereto, and of the By-Laws of AMC which have been furnished to the Company are true, correct and complete copies thereof. The corporate minutes of AMC, true copies of which will be made available to the Company for its inspection, constitute complete records of the proceedings heretofore taken by its stockholders and directors.

(c) The authorized capital stock of AMC is as set forth in the Recitals of this Merger Agreement. All shares of capital stock of the AMC issued and outstanding as of the Effective Time are duly and validly issued, fully paid and non-assessable.

(d) AMC is not subject to any restrictions or agreements which prohibit, or would be violated by the consummation of the transactions contemplated hereby or would result in the acceleration of any indebtedness. This Merger Agreement has been duly executed and delivered by AMC and constitutes the legal, valid and binding obligation of AMC enforceable in accordance with its terms. The execution and delivery of this Merger Agreement, and the consummation by AMC of the transactions contemplated hereby do not violate or conflict with any law, judgment or decree known to AMC. Upon approval by holders or not less than a majority of the issued and outstanding shares of the Common Stock of AMC, the Merger Agreement will constitute the legal, valid and binding obligation of AMC enforceable in accordance with its terms.

ARTICLE IX

COVENANTS AND OBLIGATION OF AMC

(a) AMC shall call and hold a Special Meeting of Stockholders in accordance with the Business Corporation Law of the State of Florida, on or before September 30, 1988, upon due notice thereof to its stockholder to consider and vote upon the adoption and approval of this Merger Agreement.

(b) AMC shall solicit from its stockholder a vote approving this Merger Agreement.

Executed as of the date first set forth above.

FLORIDA ROCK INDUSTRIES, INC.

By: ______________________
President

Attest: ______________________
Secretary

ARUNDEL MATERIALS CORP.

By: ______________________
President

Attest: ______________________
Secretary

STATE OF MARYLAND

~~County~~ City OF Baltimore

Before me, a notary public authorized to take acknowledgements in the state and county set forth above, personally appeared T. EDGIE RUSSELL, III and WILLIAM H. QUIGLEY, respectively, known to me to be the President and Secretary of ARUNDEL MATERIALS CORP., a Florida Corporation, known to me and known by me to be the persons who executed the foregoing Agreement and Plan of Merger, and they acknowledged before me that they executed such instrument and that the Certification thereof is true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 20th day of September, 1988.

Notary Public, State of Md.

My Commission Expires: 7/1/90

STATE OF FLORIDA

COUNTY OF DUVAL

Before me, a notary public authorized to take acknowledgements in the state and county set forth above, personally appeared EDWARD L. BAKER and GEORGE L. ROSBOROUGH, JR., respectively, known to me to be the President and Secretary of FLORIDA ROCK INDUSTRIES, INC., a Florida Corporation, known to me and known by me to be the persons who executed the foregoing Agreement and Plan of Merger, and they acknowledged before me that they executed such instrument and that the Certification thereof is true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the state and county aforesaid, this 16th day of September, 1988.

Iris D. Sheffield
Notary Public, State of Florida
At Large

My Commission Expires: 5/23/90