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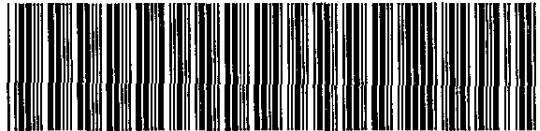
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04 FEB 24 PM 4:15
DIVISION OF CORPORATION

FILED
04 FEB 24 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2/25/04



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 457405 4312311
AUTHORIZATION : *Patricia Pigato*
COST LIMIT : \$ 78.75

ORDER DATE : February 24, 2004

ORDER TIME : 3:29 PM

ORDER NO. : 457405-005

CUSTOMER NO: 4312311

CUSTOMER: Daniel Mcandrews
Patton Boggs LLP
2550 M Street, N.W.

Washington, DC 20037-1350

ARTICLES OF MERGER

FLORIDA TILE ACQUISITION
SUBSIDIARY, INC.

INTO

FLORIDA TILE INDUSTRIES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF
FLORIDA TILE ACQUISITION SUBSIDIARY, INC.
INTO
FLORIDA TILE INDUSTRIES, INC.**

FILED
04 FEB 24 PM 4: 45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Florida Tile Acquisition Subsidiary, Inc. with and into Florida Tile Industries, Inc.

2. The merger of Florida Tile Acquisition Subsidiary, Inc. with and into Florida Tile Industries, Inc. is permitted by the laws of the jurisdiction of organization of Florida Tile Acquisition Subsidiary, Inc. and is in compliance with said laws. The date of adoption of the Plan of Merger by the sole shareholder of Florida Tile Acquisition Subsidiary, Inc. was February 20, 2004.

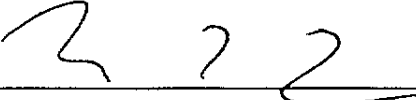
3. The sole shareholder of Florida Tile Industries, Inc. entitled to vote thereon approved and adopted the aforesaid Plan of Merger by written consent given on February 20, 2004 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

4. The effective time and date of the merger herein provided for in the State of Florida shall be upon filing.

* * *

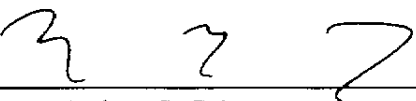
Executed on November 20, 2004.

FLORIDA TILE ACQUISITION SUBSIDIARY, INC.



Name: Matthew S. Galvez
Title: President

FLORIDA TILE INDUSTRIES, INC.



Name: Matthew S. Galvez
Title: President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of February 20, 2004 (this "Agreement") is entered into by and between *Florida Tile Acquisition Corporation*, a Delaware corporation ("FT Acquisition"), *Florida Tile Acquisition Subsidiary, Inc.*, a Delaware corporation and wholly-owned subsidiary of FT Acquisition ("FT Sub") and *Florida Tile Industries, Inc.*, a Florida corporation and wholly-owned subsidiary of FT Sub ("FTI").

RECITALS:

1. FT Sub is a wholly owned subsidiary of FT Acquisition.
2. FT Sub and FT Acquisition entered into that certain stock purchase agreement dated as of October 31, 2003 (the "Stock Purchase Agreement"), pursuant to which FT Sub purchased, from Premark International, Inc., a Delaware corporation ("Premark"), all of the issued and outstanding shares of capital stock of FTI then held by Premark (the "FTI Stock").
3. As a result of the Stock Purchase Agreement, FTI became a wholly-owned subsidiary of FT Sub.
4. FT Acquisition, FT Sub and FTI desire to simplify and clarify the capital structure of FT Acquisition by merging FT Sub with and into FTI (the "Merger") and the respective boards of directors and stockholders of FT Acquisition, FT Sub and FTI deem the Merger desirable and necessary pursuant to the terms and conditions set forth herein.
5. FT Sub and FTI desire to merge on the terms and conditions herein provided as of the Effective Date.
6. As a result of the Merger, FTI shall become a wholly-owned subsidiary of FT Acquisition and the separate existence of FT Sub shall cease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

AGREEMENT:

1. The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 2 hereof), FT Sub shall merge with and into FTI under the laws of the State of Florida and Delaware. FTI shall be the surviving corporation of the Merger (the "Surviving Corporation") and shall become a wholly-owned subsidiary of FT Acquisition.

2. Effective Time. The Merger shall become effective on the date and at the time that the Articles of Merger substantially in the form as attached hereto as Exhibit A are filed with and accepted by the Secretary of State of the State of Florida Delaware and the Certificate of

Ownership and Merger substantially in the form as attached hereto as Exhibit B are filed with and accepted by the Secretary of State of the State of Delaware (the "Effective Time").

3. Articles of Incorporation; Bylaws. The Articles of Incorporation and Bylaws of FTI in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, until altered, amended or repealed in accordance with their terms and applicable law.

4. Directors and Executive Officers. Upon consummation of the Merger, (i) the directors of the Surviving Corporation shall consist of the directors of FTI immediately prior to the Effective Time and (ii) the executive officers of the Surviving Corporation shall be the executive officers of FTI immediately prior to the Effective Time.

5. Effects of the Merger. Upon consummation of the Merger, and in addition to the effects set forth in the Florida Business Corporation Act and other applicable law:

(i) all rights, franchises and interests of the FT Sub in and to every type of property (real, personal and mixed), tangible and intangible, and chooses in action shall be transferred to and vested in the Surviving Corporation by virtue of the Merger without any deed or other transfer, and the Surviving Corporation, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver and committee, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interest were held or enjoyed by the FT Sub immediately prior to the Effective Time; and

(ii) the Surviving Corporation shall be liable for all liabilities of FT Sub, other than that certain Interim InterCompany Promissory Note dated as of November 7, 2003 in the principal amount of \$9,250,000 owing to FTI from FT Sub, which by virtue of the Merger shall be extinguished and of now further force or effect, fixed or contingent, including all deposits, accounts, debts, obligations and contracts thereof, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records thereof, and all rights of creditors or obligees and all liens on property of FT Sub shall be preserved unimpaired; after the Effective Time, the Surviving Corporation will continue to operate its business in the same manner as conducted immediately prior to the Effective Time.

6. Effect on Shares of Stock.

(a) Each share of FTI Stock issued and outstanding immediately prior to the Effective Time held by FT Sub shall be transferred to FT Acquisition and shall remain issued and outstanding and FTI shall become, by virtue of the Merger, a wholly-owned subsidiary of FT Acquisition.

(b) At the Effective Time, each share of FT Sub common stock issued and outstanding prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled. Any shares of FT Sub common stock held in the treasury immediately prior to the Effective Time shall be retired and canceled.

7. Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of FT Sub acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, FT Sub and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of FT Sub or otherwise to take any and all such action.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

9. Governing Law. This Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the State of Florida.

10. Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of FT Acquisition, FT Sub and FTI any time prior to the Effective Time.

11. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by whichever of the parties hereto is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such waiving party.

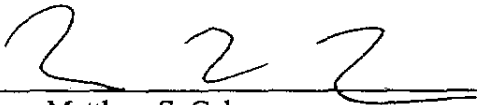
12. Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties.

13. Conditions Precedent. The obligations of the parties under this Agreement shall be subject to the approval of this Agreement by (i) FT Acquisition as the sole shareholder of FT Sub and FT Sub as the sole shareholder of FTI, in each case without any exercise of such dissenters' rights as may be applicable; (ii) by the respective parties' Board of Directors at meetings duly called and held (or by consent or consents in lieu thereof); and (iii) by the States of Florida and Delaware.


* * *

IN WITNESS WHEREOF, each of FT Acquisition, FT Sub and FTI has caused this Agreement to be executed on its behalf by its duly authorized officers.

FLORIDA TILE ACQUISITION CORPORATION


Name: Matthew S. Galvez
Title: President and Chief Executive Officer

FLORIDA TILE ACQUISITION SUBSIDIARY, INC.


Name: Matthew S. Galvez
Title: President and Chief Executive Officer

FLORIDA TILE INDUSTRIES, INC.

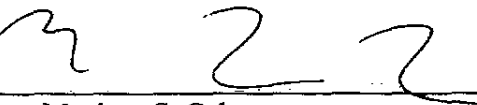

Name: Matthew S. Galvez
Title: President and Chief Executive Officer

EXHIBIT A

**ARTICLES OF MERGER
OF
FLORIDA TILE ACQUISITION SUBSIDIARY, INC.
INTO
FLORIDA TILE INDUSTRIES, INC.**

**ARTICLES OF MERGER
OF
FLORIDA TILE ACQUISITION SUBSIDIARY, INC.
INTO
FLORIDA TILE INDUSTRIES, INC.**

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Florida Tile Acquisition Subsidiary, Inc. with and into Florida Tile Industries, Inc.

2. The merger of Florida Tile Acquisition Subsidiary, Inc. with and into Florida Tile Industries, Inc. is permitted by the laws of the jurisdiction of organization of Florida Tile Acquisition Subsidiary, Inc. and is in compliance with said laws. The date of adoption of the Plan of Merger by the sole shareholder of Florida Tile Acquisition Subsidiary, Inc. was February 20, 2004.

3. The sole shareholder of Florida Tile Industries, Inc. entitled to vote thereon approved and adopted the aforesaid Plan of Merger by written consent given on February 20, 2004 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

4. The effective time and date of the merger herein provided for in the State of Florida shall be upon filing.

* * *

Executed on November 20, 2004.

FLORIDA TILE ACQUISITION SUBSIDIARY, INC.

Name: Matthew S. Galvez
Title: President

FLORIDA TILE INDUSTRIES, INC.

Name: Matthew S. Galvez
Title: President

[ATTACH AGREEMENT AND PLAN OF MERGER]

EXHIBIT B

**CERTIFICATE OF OWNERSHIP AND MERGER
OF
FLORIDA TILE ACQUISITION SUBSIDIARY, INC.
INTO
FLORIDA TILE INDUSTRIES, INC.**

**CERTIFICATE OF OWNERSHIP AND MERGER
OF
FLORIDA TILE ACQUISITION SUBSIDIARY, INC.
INTO
FLORIDA TILE INDUSTRIES, INC.**

(Under Section 253 of the General Corporation Law of the State of Delaware)

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, **DOES HEREBY CERTIFY:**

FIRST: That Florida Tile Acquisition Subsidiary, Inc. ("FT Sub") was incorporated on the 30th day of October 2003, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That FT Sub owns all of the outstanding shares of each class of the stock of Florida Tile Industries, Inc. ("FTI") a corporation incorporated on the 12th day of February 1954, pursuant to the Florida Business Corporation Act.

THIRD: That FT Sub, by the following resolutions of its Board of Directors, duly adopted by unanimous written consent of its members, filed with the minutes of the Board, determined to and did merge itself into FTI:

FURTHER RESOLVED, that FT Sub merge, and it hereby does merge itself into FTI, which assumes all of the obligations of FT Sub;

FURTHER RESOLVED, that the merger shall be effective upon the date of filing with the Secretary of State of Delaware (the "Effective Time");

FURTHER RESOLVED, that the terms and conditions of the merger are as follows:

(a) Each share of FTI common stock issued and outstanding immediately prior to the Effective Time held by FT Sub shall be transferred to Florida Tile Acquisition Corporation ("FT Acquisition") and shall remain issued and outstanding and FTI shall become, by virtue of the Merger, a wholly-owned subsidiary of FT Acquisition; and

(b) At the Effective Time, each share of FT Sub common stock issued and outstanding prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled. Any shares of FT Sub common stock

held in the treasury immediately prior to the Effective Time shall be retired and canceled;

FURTHER RESOLVED, that the proposed merger was duly adopted and approved by written consent of the sole stockholder of FT Sub, filed with the minutes of the stockholders of FT Sub; and

FURTHER RESOLVED, that the proper officer of FT Sub be and he or she is hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge itself into FTI, and the date of adoption thereof, and to cause the same to be filed with the Delaware Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

FOURTH: That the merger has been approved by the holders of at least a majority of the outstanding stock entitled to vote thereon of FT Sub by written consent of the stockholders filed with the minutes of the stockholders of FT Sub.

FIFTH: That FTI survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of FT Sub as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware, and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is Florida Tile Industries, Inc., attention: Chief Executive Officer, 1 Sikes Boulevard, Lakeland, Florida 33815 until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to FTI at the above address.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of FT Sub at any time prior to the time that this merger filed with the Secretary of State becomes effective.

* * *

IN WITNESS WHEREOF, FT Sub has caused this Certificate of Ownership and Merger to be signed and attested to by its duly authorized officers this 20th day of February 2004.

FLORIDA TILE ACQUISITION SUBSIDIARY, INC.

Name: Matthew S. Galvez
Title: President

ATTEST:

FLORIDA TILE ACQUISITION SUBSIDIARY, INC.

Name: Scott R. Fullerton
Title: Secretary