

642938

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

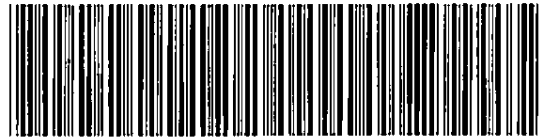
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900446332969

FILED

2025 APR 11 AM 10:22

TALLAHASSEE, FLORIDA

RECEIVED

2025 APR 11 PM 3:18

TALLAHASSEE, FLORIDA

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 04/11/2025

****WALK IN****

ENTITY NAME FLORIDA ROCK PROPERTIES, INC.

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXXXXXXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$70.00

ACCOUNT #: I20160000072

E R J

Please call Tina at the above number for any issues or concerns. Thank you so much!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: **FLORIDA ROCK PROPERTIES, INC.**

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Stephen Scruby

Contact Person

Nelson Mullins

Firm/Company

50 N Laura St, Ste 4100

Address

Jacksonville, FL 32202

City/State and Zip Code

stephen.scruby@nelsonmullins.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Stephen Scruby

Name of Contact Person

At **(904) 665-3610**

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER
OF
FRP AGGREGATES HOLDING, INC. INCORPORATED IN THE STATE OF FLORIDA
a Florida corporation
WITH AND INTO
FLORIDA ROCK PROPERTIES, INC.
a Florida corporation

FILED

2025 APR 11 AM 10:22

Pursuant to the provisions of Sections 607.1101, 607.1103, 607.1104, and 607.1105 of the Florida Business Corporation Act (the "**Act**"), Florida Rock Properties, Inc., a Florida corporation (the "**Surviving Entity**"), and FRP Aggregates Holding, Inc., a Florida corporation and wholly-owned subsidiary of the Surviving Entity ("the "**Merging Entity**"), adopt the following Articles of Merger for the purpose of merging the Merging Entity into the Surviving Entity.

FIRST: The Merging Entity and the Surviving Entity have entered into an Agreement and Plan of Merger, which is attached hereto as Exhibit A.

SECOND: The Agreement and Plan of Merger was approved by both the board of directors of the Merging Entity and the board of directors of the Surviving Entity in accordance with the applicable provisions of the Act on March 31, 2025.

THIRD: Shareholder approval of the Agreement and Plan of Merger was not required for either the Merging Entity or the Surviving Entity pursuant to Sections 607.1104 and 607.1103 of the Act, respectively.

FOURTH: The merger shall become effective upon the filing of these Articles of Merger.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties to the merger, pursuant to authority duly granted by their respective board of directors, has caused these Articles of Merger to be executed as of the 31st day of March, 2024.

MERGING ENTITY:

FRP AGGREGATES HOLDING, INC.
a Florida corporation

Signed by:
John Milton, Jr.
By: _____
John D. Milton, Jr.
Vice President

SURVIVING ENTITY:

FLORIDA ROCK PROPERTIES, INC.
a Florida corporation

Signed by:
John Milton, Jr.
By: _____
John D. Milton, Jr.
Vice President

TALLAHASSEE, FLORIDA

2025 APR 11 AM 10:22

FILED

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the “**Agreement**”), is entered into on this 31st day of March, 2025, is made by and between Florida Rock Properties, Inc., a Florida corporation (the “**Surviving Entity**”), and FRP Aggregates Holding, Inc., a Florida corporation and wholly-owned subsidiary of the Surviving Entity (“the “**Merging Entity**”).

RECITALS

WHEREAS, this Agreement is submitted in compliance with the Florida Business Corporation Act (the “**Act**”);

WHEREAS, the Surviving Entity is the owner of all the outstanding shares of the common capital stock of the Merging Entity;

WHEREAS, the respective boards of directors of the Merging Entity and the Surviving Entity have each approved and adopted this Agreement and the transactions contemplated hereby, in each case making a determination that this Agreement and such transactions are advisable and fair to, and in the best interest of, their respective corporation and its shareholders;

WHEREAS, shareholder approval of this Agreement is not required for either the Merging Entity or the Surviving Entity pursuant to Sections 607.1104 and 607.1103 of the Act, respectively;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Entity, in accordance with the Act, will merge with and into the Surviving Entity, with the Surviving Entity as the surviving corporation (the “**Merger**”); and

WHEREAS, the parties desire to enter into the transactions contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the agreements herein contained, the parties agree as follows:

ARTICLE I MERGER

1.1 Effective upon the filing of the articles of merger, (the “**Effective Time**”), the Merging Entity shall be merged with and into the Surviving Entity. Following the Effective Time, the separate corporate existence of the Merging Entity shall cease and the Surviving Entity shall continue as the surviving corporation. The effects and consequences of the Merger shall be as set forth in this Agreement and the Act.

1.2 The bylaws of the Surviving Entity then in effect at the Effective Time shall be the bylaws of the Surviving Entity until thereafter amended as provided therein or by the Act, and the articles of incorporation of the Surviving Entity then in effect at the Effective Time shall be the articles of incorporation of the Surviving Entity until thereafter amended as provided therein or by the Act.

1.3 The directors and officers of the Surviving Entity immediately prior to the Effective Time shall be the directors of the Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Entity or as otherwise provided by the Act.

1.4 As set forth above, shareholder approval of this Agreement is not required for either the Merging Entity or the Surviving Entity.

ARTICLE II CONVERSION OF STOCK

2.1 At the Effective Time, any and all stock in the Merging Entity, by virtue of the Merger and without further action on the part of the shareholders, shall be cancelled and extinguished and shall cease to exist, and shall not be converted into shares of the Surviving Entity.

2.2 As of the date hereof, there are no rights to acquire shares in the Merged Entity.

2.3 Shareholders of the Merging Entity who, except for the applicability of Section 607.1104 of the Act, would be entitled to vote and who dissent from the merger pursuant to Section 607.1321 of the Act, may be entitled, if they comply with the provisions of the Act regarding appraisal rights, to be paid the fair value of their shares.

2.4 Each share of the Surviving Entity issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

ARTICLE III OTHER PROVISIONS

3.1 This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

3.2 This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

3.3 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

3.4 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

3.5 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

3.6 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

3.7 This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

3.8 This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all parties had signed the same instrument.

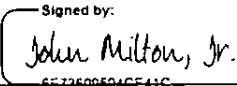
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties to the Merger has caused this Agreement and Plan of Merger to be duly executed effective as of the date first written above.

MERGING ENTITY:

FRP AGGREGATES HOLDING, INC.

a Florida corporation

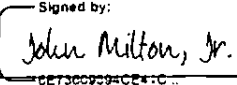
By:  Signed by:
John D. Milton, Jr.
Vice President

Address: 200 West Forsyth Street, 7th Floor
Jacksonville, FL 32202

SURVIVING ENTITY:

FLORIDA ROCK PROPERTIES, INC.

a Florida corporation

By:  Signed by:
John D. Milton, Jr.
Vice President

Address: 200 West Forsyth Street, 7th Floor
Jacksonville, FL 32202