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DATE: 12-29-05

NAME: AAC MARKETING/ CEMEX CONSTRUCTION MATERIALS L

TYPE OF FILING: MERGER

COST: \$35 + \$52.50 + \$52.50 = \$140

RETURN: CERTIFIED COPY

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AUTHORIZATION: ABBIE/PAUL HODGE

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ARTICLES OF MERGER

EFFECTIVE DATE
1/1/06

MERGING

AAC MARKETING, INC.

95000051035

WITH AND INTO

CEMEX CONSTRUCTION MATERIALS, L.P.

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

30100000455

Pursuant to Sections 607.1108 and 607.1109 of the Florida Business Corporation Act (the "Act"), AAC Marketing, Inc., an Florida corporation ("AAC Marketing"), and CEMEX Construction Materials, L.P., a Texas limited partnership ("CEMEX Construction"), hereby adopt the following Plan of Merger to merge AAC Marketing with and into CEMEX Construction, with CEMEX Construction being the corporation surviving the merger (the "Merger"):

FIRST: The Agreement and Plan of Merger ("Plan of Merger") is attached hereto as Exhibit A, which is incorporated herein and constitutes part of these Articles of Merger.

SECOND: The Plan of Merger was approved and adopted by AAC Marketing in accordance with the applicable provisions of Chapter 607 of the Act.

THIRD: The Plan of Merger was approved and adopted by the general partner of CEMEX Construction in accordance with the applicable laws of the State of Texas, its jurisdiction of formation.

FOURTH: The effective date of the merger, which may be after the date of filing the articles of merger, shall be January 1, 2006 at 12:02 a.m.


FIFTH: The address of the principal office of CEMEX Construction in the State of Texas is 840 Gessner, Suite 1400, Houston, Texas 77024.

SIXTH: CEMEX Construction shall be deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of AAC Marketing.

SEVENTH: CEMEX Construction has agreed to promptly pay to the dissenting shareholders of AAC Marketing the amount, if any, to which they are entitled under Section 607.1302.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand this
16th day of December, 2005.

AAC MARKETING, INC.,
a Florida corporation

By: 
Name: Thomas J. Edgeller
Title: Treasurer and Secretary

CEMEX CONSTRUCTION MATERIALS,
L.P., a Texas limited partnership

By: CEMEX, INC., its general partner


By: 
Name: Leslie S. White
Title: Vice President and Assistant Secretary

EXHIBIT A

Agreement and Plan of Merger

(Attached)

**AGREEMENT AND PLAN OF MERGER
OF
AAC MARKETING, INC.
(a Florida corporation)
INTO
CEMEX CONSTRUCTION MATERIALS, L.P.
(a Texas limited partnership)**

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is dated as of December 10, 2005, by and between CEMEX CONSTRUCTION MATERIALS, L.P., a Texas limited partnership ("CEMEX Construction"), RMC USA, INC., a Delaware corporation and affiliate of CEMEX Construction ("RMC USA"), and AAC MARKETING, INC., a Florida corporation and wholly owned subsidiary of RMC USA ("AAC Marketing"), and is being submitted in accordance with section 607.1108 of the Florida Statutes.

1. **Merger.** AAC Marketing shall be merged with and into CEMEX Construction (the "Merger"), and CEMEX Construction shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). The separate existence of AAC Marketing as a legal entity shall cease. The assets of each party to the Merger shall vest in and devolve on the Surviving Entity by operation of law without further act or deed. The Surviving Entity shall be liable for all of the debts and obligations of each non-surviving entity.

2. **Effective Time.** The Merger shall become effective upon January 1, 2006 at 12:02 a.m.(the "Effective Time").

3. **Governing Documents.** The Certificate of Limited Partnership of CEMEX Construction, as in effect immediately prior to the Effective Time, shall be the Certificate of Limited Partnership of the Surviving Entity. The Agreement of Limited Partnership of CEMEX Construction, as in effect immediately prior to the Effective Time, shall be the Agreement of Limited Partnership of the Surviving Entity without change or amendment, but may be thereafter amended in accordance with the provisions thereof and applicable law.

4. **Conversion of Securities.** As of the Effective Date, by virtue of the Merger, in consideration of shares in CEMEX, Inc. a Louisiana corporation and affiliate of RMC USA, being issued to RMC USA, and without any action on the part of RMC USA, the interest holders of CEMEX Construction, or CEMEX, Inc., the general partner of CEMEX Construction, each share of stock of AAC Marketing issued and outstanding immediately prior to the Effective Date shall be cancelled and extinguished and shall cease to be outstanding, as of the Effective Date. As of the Effective Date, each unit of limited partnership interest of CEMEX Construction which are issued and outstanding as of the Effective Date shall remain issued and outstanding and shall not be affected by the Merger.

5. **General Partner.** The name of the general partner of the Surviving Entity is CEMEX, Inc., and the address of such general partner is 840 Gessner, Suite 1400, Houston, Texas 77024.

6. **Amendment.** The parties hereto may amend, modify, or supplement this Merger Agreement by unanimous written consent prior to the Effective Time.

7. **Termination.** This Merger Agreement may be terminated and the Merger and the other transactions provided for herein may be abandoned at any time prior to the Effective Time by unanimous written consent of the parties hereto.

8. **Binding Effect.** Except as otherwise provided herein, this Merger Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and, where permitted, assigns.

9. **Entire Agreement.** This Merger Agreement contains all of the agreements between the parties hereto and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter hereof. No oral understandings, oral statements, oral promises or oral inducements exist. No representations, warranties, covenants, or conditions, express or implied, whether by statute or otherwise, other than as set forth herein, have been made by the parties hereto.

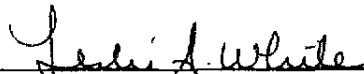
10. **Further Assurances.** The parties hereto shall execute all further instruments and perform all acts which are or may become necessary to effectuate and to carry out the transactions contemplated by this Merger Agreement.

11. **Counterparts.** This Merger Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.


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IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be executed and delivered as of the date first above written.

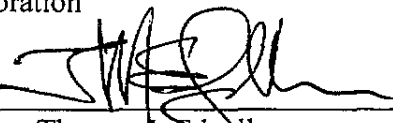
CEMEX, Inc. a Louisiana corporation as general partner of CEMEX CONSTRUCTION MATERIALS, L.P., a Texas limited partnership

By: 
Name: Leslie S. White
Its: Vice President and Assistant Secretary

RMC USA, INC., a Delaware corporation

By: 
Name: Gilberto Pérez
Its: President

AAC MARKETING, INC., an Arizona corporation

By: 
Name: Thomas J. Edgeller
Its: Treasurer and Secretary