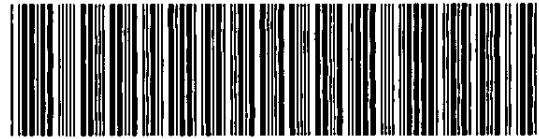


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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

13 JUN -3 PM 4:35

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DEPARTMENT OF STATE

13 JUN -3 PM 1:40

Merger

6-3-13

Dc

(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



CORPORATION SERVICE COMPANY'

ACCOUNT NO. : I20000000195

REFERENCE : 669642 5019437

AUTHORIZATION :

*Subleman*

COST LIMIT : \$ 60.00

ORDER DATE : May 30, 2013

ORDER TIME : 12:56 PM

ORDER NO. : 669642-010

CUSTOMER NO: 5019437

ARTICLES OF MERGER

3 RIVERS RAILROAD CO.

INTO

SUWANNEE AMERICAN CEMENT LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: \_\_\_\_\_

CERTIFICATE OF MERGER

OF

3 RIVERS RAILROAD CO.  
(a Florida corporation)

WITH AND INTO

SUWANNEE AMERICAN CEMENT LLC  
(a Delaware limited liability company)

FILED  
13 JUN -3 PM 4:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:

(i) 3 Rivers Railroad Co., a corporation, which is organized under the laws of the State of Florida ("3 Rivers"); and

(ii) Suwannee American Cement LLC., a limited liability company, which is organized under the laws of the State of Delaware.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent business entities in accordance with the provisions of Section 607.1101 of the Florida Business Corporation Act and Section 18-209 of the Delaware Limited Liability Company Act.

3. The name of the surviving entity in the merger herein certified is Suwannee American Cement LLC, which will continue its existence as said surviving company under the new entity name Suwannee American Cement LLC upon the effective date of said merger pursuant to the provisions of the Delaware Limited Liability Company Act. The Certificate of Formation of the surviving company shall be its Certificate of Formation.

4. The executed Agreement of Merger between the aforesaid companies is on file at a place of business of the aforesaid surviving company, the address of which is as follows: 5117 U.S. Highway 27, Branford, Florida 32008.

5. A copy of the aforesaid Agreement and Plan of Merger will be furnished by the aforesaid surviving company, on request, and without cost, to any member of the aforesaid surviving company or any person holding an interest in the terminating corporation.

6. The Agreement of Merger between the aforesaid constituent business entities provides that the merger herein certified shall be effective on May 31, 2013.

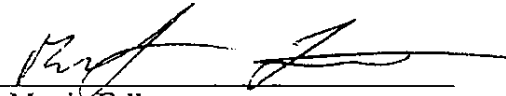
*[Signature Page Follows]*

IN WITNESS WHEREOF, this Certificate of Merger is hereby signed upon behalf of each of the parties thereto.

Dated: May 31, 2013.

3 RIVERS RAILROAD CO.,  
a Florida corporation

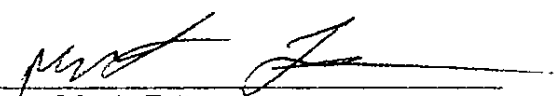
By:

  
Name: Martin Fallon  
Its: President

Dated: May 31, 2013.

SUWANNEE AMERICAN CEMENT LLC,  
a Delaware limited liability company

By:

  
Name: Martin Fallon  
Its: Managing Member

AGREEMENT AND PLAN OF MERGER

OF

3 RIVERS RAILROAD CO.  
(a Florida corporation)

WITH AND INTO

SUWANNEE AMERICAN CEMENT LLC  
(a Delaware limited liability company)

This Agreement and Plan of Merger, dated as of May 31, 2013, is made by and between 3 Rivers Railroad Co., a corporation organized and existing under the laws of the State of Florida (the "Subsidiary"), and Suwannee American Cement LLC., a limited liability company organized and existing under the laws of the State of Delaware (the "Parent"), and pursuant to the provisions of Section 607.1101 of the Florida Business Corporation Act and Section 18-209 of the Delaware Limited Liability Company Act.

RECITALS

WHEREAS, Parent owns 100% of the outstanding shares of Subsidiary; and

WHEREAS, Parent deems it in its best interest to merge Subsidiary with and into the Parent (the "Merger"), and, incident to the Merger, all of the outstanding shares in Subsidiary shall be cancelled. Each of the parties hereto wish to set forth in this Agreement and Plan of Merger the terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner and basis of transferring all assets and properties of every description and wherever located of the Subsidiary and their rights, privileges, immunities, powers, franchises and authority, public as well as private, and other such terms and conditions as may be required and permitted. The Sole Shareholder of the Subsidiary and the Managing Members of the Parent deem the Merger desirable and in the best interests of the shareholder, each of the Sole Shareholder and Managing Members have, by unanimous consent in writing, adopted and approved this Agreement and Plan of Merger, and directed that this Agreement and Plan of Merger be submitted to its Managing Members for approval.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto approved by the appropriate shareholders of Subsidiary and duly approved by a resolution adopted by the Managing Members of Parent, the Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

1. Subsidiary and Parent shall, pursuant to the provisions of the Florida Business Corporation Act and Delaware Limited Liability Company Act, be merged with and into a corporation, to wit, Parent, which shall be the surviving company from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving company", and which shall continue to exist as said surviving company under its present name pursuant to the provisions of the Florida Business Corporation Act and Delaware Limited Liability Company Act.

The separate existence of Subsidiary shall cease at the said effective time in accordance with the provisions of the Florida Business Corporation Act.

2. The Operating Agreement, including any and all amendments thereto, of the Parent, the surviving company, as now in force and effect, shall continue to be the Limited Liability Company of said Parent.

3. Each outstanding share issued of the Subsidiary shall, at the effective time of the merger, be immediately cancelled.

5. All rights and property of whatever nature vested in Subsidiary before the Merger will be vested in Parent immediately after the Merger without any further act or deed by Parent.

6. Any intercompany debt outstanding between Parent and Subsidiary immediately before the merger will be settled on the Merger.

7. All remaining liabilities and other debt obligations of Subsidiary will become liabilities and debt obligations of Parent.

8. In the event that this Agreement of Merger shall have been fully adopted upon behalf of the Subsidiary and of the Parent in accordance with the provisions of the Florida Business Corporation Act and Delaware Limited Liability Company Act, the said Subsidiary and the said Parent, as surviving company agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Delaware and that they will cause to be performed all necessary acts within the State of Delaware and elsewhere to effectuate the merger herein provided for.

9. The Board of Directors and the proper officers of the Subsidiary and the managing members of the Parent, as surviving company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

10. The effective time of the Agreement of Merger, and the time when the merger therein agreed upon shall become effective, shall be May 31, 2013.

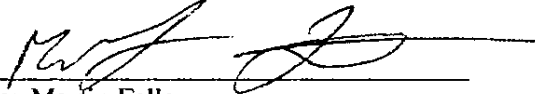
*[Signature Page Follows]*

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby signed upon behalf of each of the parties thereto.

Dated: May 31, 2013.

3 RIVERS RAILROAD CO.,  
a Florida corporation


By: \_\_\_\_\_

  
Name: Martin Fallon  
Its: President

Dated: May 31, 2013.

SUWANNEE AMERICAN CEMENT LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

  
Name: Martin Fallon  
Its: Managing Member