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CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

Martin Gas Corp

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NEW FILINGS	
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AMENDMENTS	
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<input type="checkbox"/>	Resignation of R.A. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
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<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
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<input type="checkbox"/>	Limited Partnership
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<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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DIVISION OF CORPORATION

EFFECTIVE DATE

11-6-98

Ordered By:

Joe 11/5

Date:

ARTICLES OF MERGER
Merger Sheet

MERGING:

MARTIN GAS CORPORATION, a Florida corporation, M17399

INTO

MARTIN RESOURCE MANAGEMENT CORPORATION, a Texas corporation
not qualified in Florida.

File date: November 5, 1998, effective November 6, 1998

Corporate Specialist: Teresa Brown

EFFECTIVE DATE

11-6-98

ARTICLES OF MERGER

Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act (the "Texas Act") and Sections 607.1104 and 607.1105 of the Florida 1989 Business Corporation Act (the "Florida Act"), each undersigned corporation adopts the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of Article 5.16 of the Texas Act and Section 607.1104 of the Florida Act.

1. The name of each corporation and the state under the laws of which each is incorporated or formed are:

Name of Entity

State

Martin Gas Corporation

Florida

Martin Resource Management Corporation

Texas

2. An Agreement and Plan of Merger (the "Plan"), a copy of which is attached hereto as Exhibit A, providing for the merger (the "Merger") of Martin Gas Corporation, a Florida corporation ("MGC"), with and into Martin Resource Management Corporation, a Texas corporation ("MRMC"), effective as of 11:59 p.m. on November 6, 1998, has been approved by the constituent corporations as of October 30, 1998. An executed copy of the Plan is on file at the principal place of business of MRMC, whose address is 4200 Stone Road, Kilgore, Texas 75662. A copy of the Plan will be furnished by MRMC on written request and without cost to any shareholder of the undersigned corporations.
3. The name of the surviving corporation in the Merger is Martin Resource Management Corporation, a Texas corporation.
4. No amendments to the Articles of Incorporation of MRMC shall be effected by the Merger.
5. As to the undersigned corporation, the approval of whose shareholders is required, the number of outstanding shares is as follows:

Name of Entity

Number of Shares

Outstanding

Martin Resource Management Corporation

1 share of common stock

Martin Gas Corporation

7,536 shares of common stock
64,625 shares of preferred stock

6. As to each undersigned corporation, the approval of whose shareholders is required, the number of outstanding shares voted for and against the Plan is as follows:

<u>Name of Entity</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Martin Gas Corporation	7,536 shares of common stock	-0-
	64,625 shares of preferred stock	-0-

7. MGC owns all of the issued and outstanding shares of capital stock of MRMC and has voted all of such shares in approval of the Plan and the Merger.
8. The Plan and the performance of its terms were duly authorized by written consent on October 30, 1998 by the shareholders and Board of Directors of MGC. These actions are all the actions required by the constituent documents of each entity that is a party to the Plan and by the laws under which each such entity was incorporated. Copies of such consents are attached hereto as Exhibit B.
9. In accordance with the provisions of Article 10.03 of the Texas Act and Section 607.1106 of the Florida Act, these Articles of Merger and the Merger shall become effective as of 11:59 p.m. on November 6, 1998.
10. Pursuant to Article 5.04C of the Texas Act and Section 607.1106 of the Florida Act, MRMC will be responsible for the payment of all fees and franchise taxes applicable to MGC.

IN WITNESS WHEREOF, the undersigned officer of said corporations have caused these Articles of Merger to be executed in the respective names thereof.

MARTIN GAS CORPORATION

By: _____

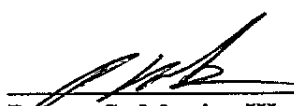

Ruben S. Martin, III
President

Exhibit A

AGREEMENT AND PLAN OF MERGER

by and between

MARTIN GAS CORPORATION

and

MARTIN RESOURCE MANAGEMENT CORPORATION

October 30, 1998

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated October 30, 1998 and made by and between (i) MARTIN GAS CORPORATION, a Florida corporation ("MGC"), and (ii) MARTIN RESOURCE MANAGEMENT CORPORATION, a Texas corporation and a wholly owned subsidiary of MGC ("MRMC").

RECITALS

WHEREAS, MGC owns all of the issued and outstanding common stock, par value \$0.01 per share, of MRMC ("MRMC Common Stock"); and

WHEREAS, subject to and in accordance with the terms and conditions of this Agreement, the Board of Directors of MGC, as sole stockholder of MRMC, has approved the merger of MGC with and into MRMC (the "Merger"), whereby each issued and outstanding share of common stock, par value \$0.01 per share, of MGC ("MGC Common Stock") will be converted into the right to receive one (1) share of MRMC Common Stock and whereby each issued and outstanding share of preferred stock, par value \$80.00 per share, of MGC ("MGC Preferred Stock") will be converted into the right to receive one (1) share of preferred stock, par value \$80.00 per share, of MRMC ("MRMC Preferred Stock"), as provided herein; and

WHEREAS, the parties intend that the Merger shall constitute for United States federal income tax purposes a reorganization within the meaning of Section 368(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement, as it relates to the Merger, shall constitute a plan of reorganization within the meaning of the applicable provisions of the Code; and

WHEREAS, the parties hereto desire to set forth certain covenants and agreements made by each to the other as an inducement to the consummation of the Merger;

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

ARTICLE 1

TERMS OF MERGER

1.1 Merger. Subject to and in accordance with the terms and conditions of this Agreement and in accordance with the Texas Business Corporation Act ("TBCA") and the Florida 1989 Business Corporation Act ("FBCA"), at the Effective Time (as defined in Section 1.2), MGC shall be merged with and into MRMC. As a result of the Merger, (i) the separate corporate existence of MGC shall cease, and MRMC shall continue as the surviving corporation ("Surviving

Corporation"), and (ii) all the properties, rights, privileges, powers and franchises of MGC shall vest in the Surviving Corporation, without any transfer or assignment having occurred, and all debts, liabilities and duties of MGC shall attach to the Surviving Corporation, all in accordance with the TBCA and FBCA.

1.2 Consummation of the Merger. As soon as practicable following the execution hereof, the parties hereto will cause the Merger to be consummated by filing with the Secretary of State of Texas and the Secretary of State of Florida articles of merger in such form as required by, and executed in accordance with, the relevant provisions of the TBCA and FBCA. The "Effective Time" of the Merger as that term is used in this Agreement shall mean such time of effectiveness (not to exceed 90 days from the date the articles of merger is filed) as may be specified in the articles of merger.

1.3 Effects of the Merger. The Merger shall have the effects set forth in the applicable provisions of the TBCA and FBCA.

1.4 Conversion of Shares. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of MGC or MRMC, or the shareholders of any of the foregoing, the shares of the constituent corporations shall be converted as follows:

(a) Each share of MGC Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one (1) share of MRMC Common Stock.

(b) Each share of MGC Preferred Stock issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one (1) share of MRMC Preferred Stock.

(c) Each share of MRMC Common Stock owned by MGC immediately prior to the Effective Time shall be canceled.

1.5 Exchange of Certificates.

(a) As soon as practicable after the Effective Time, the shareholders of MGC shall be entitled, upon surrender to MRMC of the certificates that theretofore represented shares of MGC Common Stock and MGC Preferred Stock, to receive in exchange therefor, a certificate or certificates representing the number of whole shares of MRMC Common Stock and MRMC Preferred Stock (collectively, "MRMC Stock") into which the shares of MGC Common Stock and MGC Preferred Stock so surrendered shall have been converted as aforesaid, in such denominations and registered in such name as such shareholders may request. Until so surrendered and exchanged, each certificate that prior to the Effective Time represented shares of MGC Common Stock shall represent solely the right to receive MRMC

Common Stock and each certificate that represented shares of MGC Preferred Stock shall represent solely the right to receive MRMC Preferred Stock.

(b) Unless and until a certificate formerly representing shares of MGC Common Stock or MGC Preferred Stock is surrendered, dividends payable to the holders of record of the MRMC Stock shall not be paid to the holder of such certificate in respect of the MRMC Stock represented thereby, but, subject to applicable abandoned property, escheat and similar laws, there shall be paid to the holder thereof (i) upon surrender of such certificate, the amount of any dividends, the record date for which the determination of the holders entitled shall be after the Effective Time and that theretofore shall have become payable, with respect to the shares of MRMC Stock represented by such certificate and issued in exchange upon its surrender, but without interest on such dividends, and (ii) after surrender of such certificate, the amount of any dividends with respect to such shares of MRMC Stock, the record date for which the determination of the holders entitled shall be after the Effective Time but prior to the surrender of such certificate, and the payment date of which shall be subsequent to such surrender, such amount to be paid on such payment date.

1.6 Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of MRMC, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Articles of Incorporation of such Surviving Corporation until altered or amended as provided by law.

1.7 Bylaws of Surviving Corporation. The Bylaws of MRMC, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Bylaws of such Surviving Corporation until altered, amended or repealed as provided in such Bylaws or as provided by law.

1.8 Directors of Surviving Corporation. The directors of MRMC immediately prior to the Effective Time shall be the directors of such Surviving Corporation at and after the Effective Time, each to hold office in accordance with the Articles of Incorporation and Bylaws of such Surviving Corporation.

1.9 Officers of Surviving Corporation. The officers of MRMC immediately prior to the Effective Time shall be the officers of such Surviving Corporation at and after the Effective Time, in each case until their respective successors are duly elected or appointed and qualified.

1.10 Taking of Necessary Action; Further Action. The parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger as promptly as possible. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with the full right, title and possession to all assets, property, rights, privileges, powers and franchises, and to evidence the Surviving Corporation's assumption of the debts, liabilities and duties of MGC such corporations shall direct their respective officers and directors to take all such lawful and necessary action.

ARTICLE 2

TERMINATION

2.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (1) By mutual consent of MGC and MRMC;
- (2) By MGC, on the one hand, or MRMC, on the other hand, if a final, unappealable order of a judicial or administrative authority of competent jurisdiction to restrain, enjoin or otherwise prevent a consummation of this Agreement or the transactions contemplated in connection herewith shall have been entered; or
- (3) By MGC, on the one hand, or MRMC, on the other hand, if any required approval of the shareholders of MRMC or MGC is not received.

2.2 Effect of Termination. In the event of any termination of this Agreement, all obligations of the parties hereto under the Agreement shall terminate and there shall be no liability, except for any breach of this Agreement prior to such termination, of any party to another party.

ARTICLE 3

MISCELLANEOUS

3.1 Headings. The descriptive headings of the several articles and sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

3.2 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties hereto.

3.3 Further Assurances. Consistent with the terms and conditions hereof, each party hereto will execute and deliver such instruments, certificates and other documents and take such other action from time to time and without further consideration as any other party hereto may reasonably require in order to effectuate the terms and provisions of this Agreement and the transactions contemplated hereby.

3.4 Complete Agreement. This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous representations, understandings or agreements, oral or written, with respect thereto.

3.5 Modifications, Amendments, and Waivers. At any time prior to the Effective Time (i) the parties hereto may, by written agreement, modify, amend or supplement any term or provision of this Agreement and (ii) any term or provision of this Agreement may be waived in writing by the party that is entitled to the benefits thereof.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Texas without giving effect to the principles of conflicts of law thereof, except to the extent the laws of the State of Florida apply to the Merger.

3.7 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms and the provision held to be void, illegal or unenforceable shall be limited so that it shall remain in effect to the extent permissible by law.

3.8 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officer thereunto duly authorized as of the date first above written.

MARTIN GAS CORPORATION

By: 
Ruben S. Martin, III
President

MARTIN RESOURCE MANAGEMENT
CORPORATION

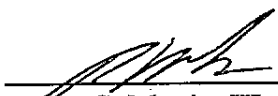
By: 
Ruben S. Martin, III
President

Exhibit B

MARTIN GAS CORPORATION
Unanimous Consent of Directors
In Lieu of Special Meeting

The undersigned, being all the directors of MARTIN GAS CORPORATION, a Florida corporation ("MGC"), and being the only persons who would be entitled to vote on the following matters if a special meeting of the Board of Directors of MGC were held for such purpose, do hereby waive any and all requirements for calling, giving notice of and holding a meeting of the Board of Directors of MGC and hereby consent, pursuant to Article 607.0821 of the Florida 1989 Business Corporation Act, to the adoption of the following resolutions:

Relating to Merger of Subsidiary

WHEREAS, Martin Resource Management Corporation, a Texas corporation ("MRMC"), is a wholly-owned subsidiary of MGC; and

WHEREAS, after due consideration, the Board of Directors of MGC is of the opinion that it would be in the best interest of MGC and its shareholders to authorize the proposed Agreement and Plan of Merger (the "Plan") by and between MGC and MRMC, regarding the merger of MGC with and into MRMC, with MRMC being the surviving corporation in such merger (the "Merger");

NOW, THEREFORE, BE IT RESOLVED, that the Merger, to become effective as of 11:59 p.m. on November 6, 1998, and the Plan are hereby authorized, approved and adopted by the Board of Directors of MGC.

Relating to Prior Actions

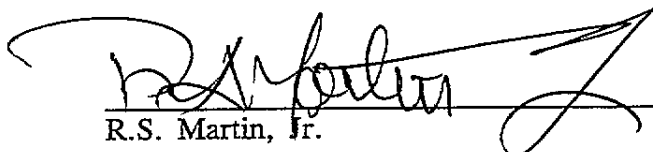
RESOLVED FURTHER, that all acts heretofore taken or performed by the officers, employees and agents of MGC in connection with the foregoing matters be, and the same hereby are, ratified, approved and confirmed as the acts of MGC to the same extent as if each such act had been submitted to and authorized by this Board of Directors prior to its performance.

Relating to Further Authorization

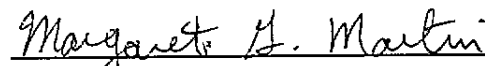
RESOLVED FURTHER, that each of the officers of MGC is hereby authorized, in the name and on behalf of the MGC, to execute such other instruments and documents, and to take such other actions as the officers so acting, in their sole discretion, deem necessary or desirable to facilitate or effectuate the transactions contemplated by these resolutions, such

officer's execution and delivery for or in the name and on behalf of the MGC of any such instrument or document to be conclusive evidence that such officer did so deem any such instrument or document to be necessary or desirable to effectuate the transactions contemplated by the foregoing resolutions.

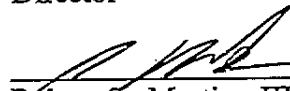
IN WITNESS WHEREOF, the undersigned have executed this Consent on October 30, 1998.



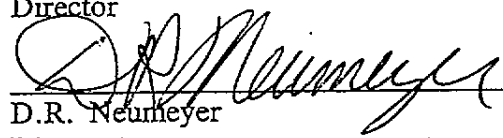
R.S. Martin, Jr.
Director



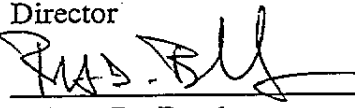
Margaret G. Martin
Director



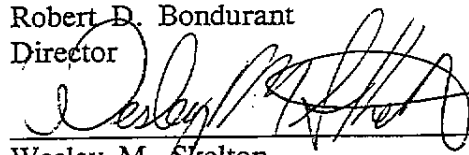
Ruben S. Martin, III
Director

Scott D. Martin
Director


D.R. Neumeyer
Director



Robert D. Bondurant
Director



Wesley M. Skelton
Director


officer's execution and delivery for or in the name and on behalf of the MGC of any such instrument or document to be conclusive evidence that such officer did so deem any such instrument or document to be necessary or desirable to effectuate the transactions contemplated by the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned have executed this Consent on October 30, 1998.

R.S. Martin, Jr.
Director

Margaret G. Martin
Director

Ruben S. Martin, III
Director


Scott D. Martin
Director

D.R. Neumeyer
Director

Robert D. Bondurant
Director

Wesley M. Skelton
Director

MARTIN GAS CORPORATION
Unanimous Consent of Shareholders
In Lieu of Special Meeting

Pursuant to Article 607.0704 of the Florida 1989 Business Corporation Act, the undersigned, being all the shareholders of Martin Gas Corporation, a Florida corporation ("MGC"), do hereby waive any and all requirements for calling, giving notice of and holding a meeting of the shareholders of MGC and hereby adopt and approve the following resolutions to have the same force and effect as though adopted at a duly called and specially held meeting of the shareholders of MGC:

Relating to Agreement and Plan of Merger with Subsidiary

WHEREAS, Martin Resource Management Corporation, a Texas corporation ("MRMC"), is a wholly-owned subsidiary of MGC; and

WHEREAS, the Board of Directors of MGC has adopted resolutions approving the proposed Agreement and Plan of Merger (the "Plan") by and between MGC and MRMC, effective as of 11:59 p.m. on November 6, 1998, whereby MGC would merge with and into MRMC, with MRMC being the surviving corporation in such merger (the "Merger"), subject to the terms and conditions set forth in the Plan; and

WHEREAS, the Board of Directors of MGC has directed that the Merger and the Plan be submitted to the undersigned for approval;

NOW, THEREFORE, BE IT RESOLVED, that the Plan, a copy of which previously has been submitted to the undersigned for approval, and the Merger upon the terms and provisions and subject to the conditions set forth in the Plan, are hereby authorized, approved and adopted.

Relating to Ratification of Prior Actions

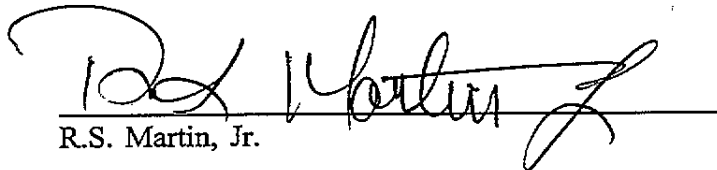
RESOLVED, that all actions taken prior hereto by the directors and/or the officers and representatives of MGC in the name and on behalf of the MGC in connection with the foregoing resolutions and matters relating thereto, are hereby, approved and confirmed as the acts of the MGC as if each such act had been presented to and approved by the undersigned prior to being taken.

Relating to Further Authorization

RESOLVED, that the Board of Directors of MGC is hereby authorized and directed to authorize and direct the proper officers of MGC to sign, execute, certify to, verify, acknowledge, deliver, accept, file and record any and all such instruments, agreements and documents and to

take or cause to be taken any and all other action, in the name and on behalf of MGC or otherwise, as the Board of Directors shall, in its sole discretion, deem necessary or desirable and in the best interests of MGC to effect the purposes of the foregoing resolutions, and that any such officer's signature or such actions taken by such officer shall be conclusive evidence that the Board of Directors did deem same to be desirable or necessary and in the best interests of MGC.

IN WITNESS WHEREOF, the undersigned have executed this consent effective on October 30, 1998.



R.S. Martin, Jr.




Ruben S. Martin, III

Scott D. Martin

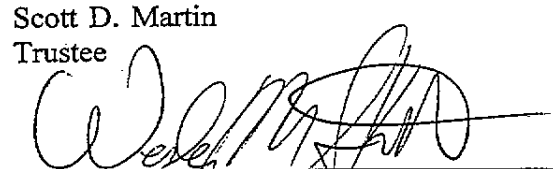
Terence Sean Martin

MARTIN GAS CORPORATION EMPLOYEE
STOCK OWNERSHIP TRUST



Ruben S. Martin III
Trustee

Scott D. Martin
Trustee



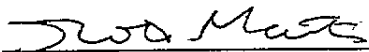
Wesley M. Skelton
Trustee

take or cause to be taken any and all other action, in the name and on behalf of MGC or otherwise, as the Board of Directors shall, in its sole discretion, deem necessary or desirable and in the best interests of MGC to effect the purposes of the foregoing resolutions, and that any such officer's signature or such actions taken by such officer shall be conclusive evidence that the Board of Directors did deem same to be desirable or necessary and in the best interests of MGC.

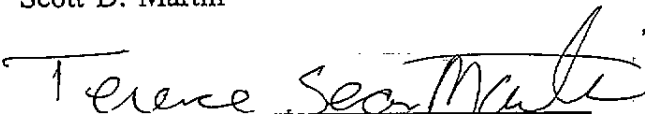
IN WITNESS WHEREOF, the undersigned have executed this consent effective on October 30, 1998.

R.S. Martin, Jr.

Ruben S. Martin, III



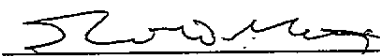
Scott D. Martin



Terence Sean Martin

MARTIN GAS CORPORATION EMPLOYEE
STOCK OWNERSHIP TRUST

Ruben S. Martin III
Trustee

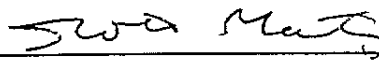


Scott D. Martin
Trustee

Wesley M. Skelton
Trustee

R.S. MARTIN, JR. CHILDREN'S TRUST NO. 1
F/B/O ANGELA SANTI JONES

Ruben S. Martin, III
Trustee




Scott D. Martin
Trustee

RSM INVESTMENTS, LTD.
By: RSM Management, Inc., its general
partner

By: _____
Name: _____
Title: _____

52115 09694 DALLAS 507230.1

R.S. MARTIN, JR. CHILDREN'S TRUST NO. 1
F/B/O ANGELA SANTI JONES



Ruben S. Martin, III
Trustee

Scott D. Martin
Trustee

RSM INVESTMENTS, LTD.

By: RSM Management, Inc., its general
partner

By: 

Name: _____

Title: _____