

P13000046592

Florida Department of State
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Email Address: Shea Hughes @ sunrise landscape . com

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MERGER OR SHARE EXCHANGE
Cast-Crete USA, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	01
Estimated Charge	\$122.50

P13000089896
P13000094277
1/13/14
Merger
XCU
XCU

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**ARTICLES OF MERGER
OF
CAST-CRETE TRUCK CORPORATION
(a Florida corporation)
AND
CAST-CRETE VEHICLE CORPORATION
(a Florida corporation)**

with and into

**CAST-CRETE USA, INC.
(a Florida corporation)**

Pursuant to Sections 607.1104
of the Florida Business Corporation Act

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CLERK OF DISTRICT COURT
HALL COUNTY, FLORIDA

Pursuant to Sections 607.1104 and 607.1105 of the Florida Business Corporation Act, these Articles of Merger provide as follows:

**ARTICLE I
State of Incorporation; Surviving Corporation**

The name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>	<u>Document Number</u>
Cast-Crete Truck Corporation	Florida	P13000089896
Cast-Crete Vehicle Corporation	Florida	P13000094277
Cast-Crete USA, Inc.	Florida	P13000046592

Cast-Crete USA, Inc. shall be the surviving corporation.

**ARTICLE II
Plan of Merger**

The Agreement and Plan of Merger, dated as of the 30th day of December 2013, by and among Cast-Crete USA, Inc., a Florida corporation (the "Parent Corporation"), Cast-Crete Truck Corporation ("CCTC"), and Cast-Crete Vehicle Corporation, a Florida corporation ("CCVC"), and together with CCTC, the "Subsidiary Corporations", is attached hereto as Attachment A.

ARTICLE III
Approval of the Plan

As of the 30th day of December 2013, the Parent Corporation owned all of the issued and outstanding common stock of each of the Subsidiary Corporations (the "Subsidiary Common Stock"), representing all of the issued and outstanding capital stock of the Subsidiary Corporations. In accordance with Section 607.1104 of the FBCA on the 30th day of December 2013, the Board of Directors of the Parent Corporation and the Board of Directors of each of the Subsidiary Corporations approved and adopted, in an action taken by written consent in compliance with Section 607.0821 of the FBCA, the Agreement and Plan of Merger, pursuant to which each of the Subsidiary Corporations will merge with and into the Parent Corporation, and the Parent Corporation will be the surviving corporation (the "Surviving Corporation"). Shareholder approval was not required pursuant to Section 607.1104(1)(a).

Pursuant to Section 607.1104(3) of the FBCA and Section 4 of the Agreement and Plan of Merger, the Parent Corporation, as the sole stockholder of the Subsidiary Corporation, has waived any requirement that a copy of the Agreement and Plan of Merger be mailed to it prior to the filing of these Articles of Merger.


ARTICLE IV
Effective Time

These Articles of Merger shall become effective on the date that these Articles of Merger are filed by the Department of State of the State of Florida.

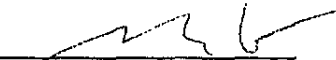
[Signatures on Next Page]

The undersigned Chief Executive Officers of the constituent corporations have caused these Articles of Merger to be executed as of the 30 day of DECEMBER 2013.


CAST-CRETE USA, INC.,
a Florida corporation

By: 
Name: Shea Hughes
Title: Chief Executive Officer

CAST-CRETE TRUCK CORPORATION,
a Florida corporation

By: 
Name: Shea Hughes
Title: Chief Executive Officer

**CAST-CRETE
VEHICLE CORPORATION,**
a Florida corporation

By: 
Name: Shea Hughes
Title: Chief Executive Officer

01/10/2014 13:22 FAX

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ATTACHMENT A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This Agreement (this "Agreement") is dated as of the 30th day of December 2013, by and among CAST-CRETE USA, INC., a Florida corporation (the "Parent Corporation"), CAST-CRETE TRUCK CORPORATION, a Florida corporation ("CCTC"), and CAST-CRETE VEHICLE CORPORATION, a Florida corporation ("CCVC," and together with CCTC, the "Merging Corporations"). The Parent Corporation and the Merging Corporations are sometimes together referred to herein as the "Constituent Corporations."

CCTC is a corporation duly organized and existing under the laws of the State of Florida and whose sole stockholder is the Parent Corporation. CCVC is a corporation duly organized and existing under the laws of the State of Florida and whose sole stockholder is the Parent Corporation.

Each of the Merging Corporations and the Parent Corporation desires to effect a merger of each of the Merging Corporations with and into the Parent Corporation upon the terms and conditions of this Agreement (the "Merger") and in accordance with the provisions of the Florida Business Corporation Act ("FBCA").

In consideration of the mutual covenants, agreements and conditions set forth herein, the Constituent Corporations agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 4) of the Merger, each of the Merging Corporations shall merge with and into the Parent Corporation in accordance with Section 607.1104 of the FBCA.

(b) Pursuant to the Merger, the articles of incorporation of the Parent Corporation in effect immediately prior to the Effective Time shall be the articles of incorporation of the surviving corporation of the Merger (the "Surviving Corporation") until amended in accordance with applicable law. Pursuant to the Merger, the bylaws of the Parent Corporation in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until amended or repealed in accordance with applicable law.

(c) Pursuant to the Merger, the persons serving as directors of the Parent Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

(d) Pursuant to the Merger, the persons serving as officers of the Parent Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation and will hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the articles of incorporation and bylaws of the Surviving Corporation, or as otherwise provided by law.

SECTION 2. MANNER AND BASIS OF CONVERTING SHARES.

(a) At the Effective Time, certificates representing all of the shares of capital stock of each of the Merging Corporations issued and outstanding immediately prior to the Effective Time shall cease to be outstanding.

(b) Any shares of capital stock of either of the Merging Corporations held as treasury stock immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the holders thereof or the Merging Corporation, be cancelled and extinguished without conversion thereof, and no payment or other consideration shall be paid or exchanged with respect thereto.

(c) At the Effective Time, each share of the Parent Corporation's capital stock which is issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 3. CONDITIONS.

Effectuation of the Merger and the other transactions in this Agreement is conditioned on the following:

(a) the Merger and this Agreement shall have been approved by the board of directors of the Parent Corporation in the manner required by Section 607.1104 of the FBCA and the articles of incorporation and bylaws of the Parent Corporation;

(b) this Agreement shall have been approved by the board of directors of each of the Merging Corporations; and

(c) the receipt of all consents, orders and approvals, and satisfaction of all other requirements prescribed by law, which are necessary for the consummation of the Merger.

SECTION 4. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 3 of this Agreement shall have been satisfied and this Agreement shall not have been terminated as provided in Section 6 of this Agreement, the Parent Corporation and each of the Merging Corporations shall cause articles of merger (the "Articles of Merger") meeting the requirements of the FBCA to be properly executed and filed with the Secretary of State of the State of Florida. The Merger shall become effective on such date and time as may be agreed upon in writing by the Parent Corporation and the Merging Corporation and specified in the Articles of Merger (the "Effective Time"). In no event shall the Effective Time be a date later than that permitted by the FBCA.

By entering into this Agreement, the Parent Corporation, as the sole stockholder of both of the Merging Corporations, hereby agrees, as is permitted by Section 607.1104(3) of the FBCA, to waive the requirement that a copy of this Agreement be mailed to it prior to filing the Articles of Merger.

SECTION 5. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. If at any time after the Effective Time the Surviving Corporation shall determine that any further assignment or other document or action is necessary or desirable to vest in or confirm to the Surviving Corporation full title to all the properties, assets, rights, privileges and franchises of each of the Merging Corporations, the officers and directors of the Surviving Corporation, in the name and on behalf of any or all of the Constituent Corporations, shall be authorized to execute and deliver all such documents and take all such action in the name and on behalf of any or all of the Constituent Corporations as may be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 6. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the board of directors of the Parent Corporation. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the part of any of the Constituent Corporations or of their respective directors, officers, employees, agents, shareholders or incorporators.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Corporations may, by written agreement, amend, modify or supplement this Agreement at any time prior to the Effective Time.

SECTION 7. NO THIRD PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.

SECTION 8. CONSTRUCTION OF TERMS.

All provisions and any variations thereof used shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida.

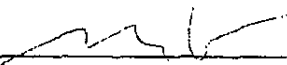
SECTION 10. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Each of the Constituent Corporations has caused this Agreement to be duly executed on its behalf as of the date first above written.

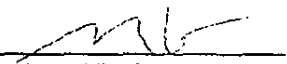
PARENT CORPORATION:

CAST-CRETE USA, INC.,
a Florida corporation

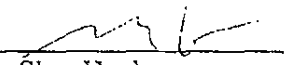
By: 
Name: Shea Hughes
Title: Chief Executive Officer

MERGING CORPORATIONS:

CAST-CRETE TRUCK CORPORATION,
a Florida corporation

By: 
Name: Shea Hughes
Title: Chief Executive Officer

**CAST-CRETE
VEHICLE CORPORATION,**
a Florida corporation

By: 
Name: Shea Hughes
Title: Chief Executive Officer