P93000084726

Elaine Maskevich
HOLLAND & KNIGHT
Requestor's Name

315 SOUTH CALHOUN STREET
Address

Tallahassee, Florida 32301
City/State/Zip

Phone #
224-7000

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-06/30/97--01063--026
****245.00 ****122.50
Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Consolidated Minerals, Inc.
(Corporation Name) (Document #)

2. Florida Crushed Stone Company
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

FILED
97 JUN 30 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
7-1-97

☐ Walk in ☒ Pick up time _____ ☒ Certified Copy

☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

	NEW FILINGS
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

	AMENDMENTS
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
X	Merger

	OTHER FILINGS
	Annual Report
	Fictitious Name
	Name Reservation

	REGISTRATION/ QUALIFICATION
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

FILED
97 JUN 30 AM 11:35

Merger
KRS
6/30

Examiner's Initials	

CR2E031(1/95)

ARTICLES OF MERGER BETWEEN
CONSOLIDATED MINERALS, INC.
AND
FLORIDA CRUSHED STONE COMPANY

FILED
97 JUN 30 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, Florida Crushed Stone Company, a Florida corporation ("Survivor") and Consolidated Minerals, Inc., a Delaware corporation ("Merging Corporation"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Corporation into the Survivor, which will be the surviving corporation (the "Merger").

ARTICLE I

The Agreement and Plan of Merger effecting the Merger of the Merging Corporation with and into the Survivor is attached hereto and made a part of these Articles of Merger as Exhibit "A".

ARTICLE II

EFFECTIVE DATE
7-1-97

The name of the surviving corporation is Florida Crushed Stone Company.

ARTICLE III

The effective date of the Merger shall be upon the later of July 1, 1997, or the filing of these Articles of Merger with the Secretary of State of Florida.

ARTICLE IV

The Agreement and Plan of Merger was adopted by a meeting of the Board of Directors of Survivor on June 6, 1997 and by the written consent of the Board of Directors of the Merging Corporation, on June 26, 1997. The Agreement and Plan of Merger was adopted by the unanimous written consent by the affirmative vote of the holders of a majority of the aggregate number of outstanding shares of Common Stock of the shareholders of Merging Corporation on June 26, 1997 and by the unanimous written consent of the shareholders of Survivor on June 26, 1997.

IN WITNESS WHEREOF, the undersigned has executed this document as of the 26th day of June, 1997.

FLORIDA CRUSHED STONE COMPANY, a Florida corporation

By: _____
Carl H. Lunderstadt, President

CONSOLIDATED MINERALS, INC., a Delaware corporation

By: _____
F. Browne Gregg, Chairman

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated June 26, 1997 (the "Agreement"), is entered into between Florida Crushed Stone Company, a Florida corporation ("FCS"), a wholly-owned subsidiary of FCS Holdings, Inc. ("Holdings" or "Parent"), a Florida corporation and Consolidated Minerals, Inc., a Delaware corporation ("CMI") and its stockholders (the "Stockholders").

BACKGROUND

CMI has an aggregate authorized capital stock of 180,000 shares of no par value common stock (the "CMI Stock"), of which, as of June 26, 1997, 100 shares were issued and outstanding.

FCS has an aggregate authorized capital stock of 1,000,000 shares of common stock, par value of $1.00 per share (the "FCS Stock"), of which 1,000 shares were duly issued and are now outstanding, and held by Holdings.

The respective Boards of Directors of FCS and CMI believe that the best interests of FCS and CMI and their respective stockholders will be served by the merger of CMI with and into FCS under and pursuant to the provisions of this Agreement and the Delaware General Corporation Law and the Florida Business Corporation Act. FCS will receive from Holdings, at or before the Effective Date (as herein after defined) the number of shares of $1.00 par value common stock of Holdings necessary to complete the merger provided for herein.

AGREEMENT

In consideration of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. Merger. CMI shall be merged with and into FCS (the "Merger").

2. Effective Date. The Merger shall become effective immediately upon the later of July 1, 1997 or the filing of this Agreement or a certificate of merger with the Secretary of State of Delaware in accordance with the Delaware General Corporation Law and the filing of articles of merger with the Secretary of State of Florida in accordance with the Florida Business Corporation Act. The time of such effectiveness is called the "Effective Date."

3. Surviving Corporation. FCS shall be the surviving corporation of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate corporate existence of CMI shall cease.

4. Articles of Incorporation. The Articles of Incorporation of FCS as it exists on the Effective Date shall be the Articles of Incorporation of FCS following the Effective Date, unless and until the same shall thereafter be amended or repealed in accordance with the laws of the State of Florida.

5. Bylaws. The Bylaws of FCS as they exist on the Effective Date shall be the Bylaws of FCS following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof and the laws of the State of Florida.

6. Board of Directors and Officers. The members of the Board of Directors and the officers of FCS immediately prior to the Effective Date shall be the members of the Board of Directors and the officers, respectively, of FCS following the Effective Date, and such persons shall serve in such offices for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

7. Conversion of Outstanding CMI Stock. On the Effective Date, each issued and outstanding share of CMI Stock and all rights in respect thereof shall, without any action on the part of Holdings, FCS, or any holder of such shares, be converted into six hundred thirty (630) fully-paid and nonassessable share(s) of $1.00 par value common stock of Holdings ("Holdings' Stock"), as provided below. None of the issued shares of FCS shall be converted as a result of the merger, but all of such shares shall remain issued shares of capital stock of FCS. After the Effective Date, each holder of an outstanding certificate representing shares of CMI capital stock may surrender the same to Parent's registrar and transfer agent for cancellation, and each such holder shall be entitled to receive in exchange therefor a certificate(s) evidencing the ownership of the number and class of shares of the Parent's capital stock as set forth below:

Shareholder	CMI Stock Before Merger	Holdings Common Stock Issued in Merger
F. Browne Gregg	40	252
Fred B. Gregg, Jr.	20	126
Jeannie G. Emack (formerly Jeannie G. Burnsed)	20	126
Gail Gregg (formerly Gail G. Diliscia)	20	126

8. Rights and Liabilities of CMI. At and after the Effective Date, and all in the manner of and as more fully set forth in the Florida Business Corporation Act and the Delaware General Corporation Law, the title to all real estate, personal property (tangible and intangible) and other property, and all interests therein, owned by each of CMI and FCS shall be vested in FCS without reversion or impairment; FCS shall succeed to and possess, without further act or deed, all estates, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal and mixed, of each of CMI and FCS without reversion or impairment; FCS shall thenceforth be responsible and liable for all the liabilities and obligations of CMI; any claim existing or action or proceeding pending by or against CMI or FCS may be continued as if the Merger did not occur or FCS may be substituted for CMI in the proceeding; neither the rights of creditors nor any liens upon the property of CMI or FCS shall be impaired

by the Merger; and FCS shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

9. Investment Representations. With respect to the Holdings' Stock that will be acquired by the Stockholder pursuant to the Merger, each Stockholder represents and warrants to FCS and Parent as follows:

a. Investment Risk. The representing and warranting Stockholder, by reason of its or his business or financial experience, is capable of evaluating the risks and merits of an investment in the Holdings' Stock and of protecting its or his own interests in connection with the investment pursuant to the Merger. That Stockholder further acknowledges that the Holdings' Stock is a speculative investment that involves a substantial degree of risk of loss by that Stockholder of its or his entire investment in Parent, and that Stockholder understands and takes full cognizance of the risk factors related to the acquisition of the Holdings' Stock. That Stockholder is financially able to bear the economic risk of an investment in the Holdings' Stock including the total loss of that investment.

b. No General Solicitation. The representing and warranting Stockholder has not seen, received, been presented with, or been solicited by any leaflet, public promotional meeting, newspaper or magazine articles or advertisement, radio or television advertisement, or any other form of advertising or general solicitation, with respect to the issuance of the Holdings' Stock.

c. Investment Intent. The representing and warranting Stockholder is acquiring the Holdings' Stock for investment purposes for its or his own account only, and not with a view to or for sale in connection with any distribution of all or any part of those shares of stock. No other individual, partnership, corporation, trust, or other entity will have any direct or indirect beneficial interest in or right to the Holdings' Stock.

d. Lack of Registration. The representing and warranting Stockholder acknowledges that the Holdings' Stock has not been registered under the Securities Act or the securities laws of any state. That Stockholder understands that each such share of stock is a "restricted security" under the Securities Act in that those shares of stock will be acquired in a transaction not involving a public offering, that those shares of stock may be resold without registration under the Securities Act only in certain limited circumstances, and that otherwise the Holdings' Stock must be held indefinitely. That Stockholder further understands and agrees that the Parent and its stockholders are under no obligation to register or qualify the Holdings' Stock under the Securities Act or under any securities law, or to assist that Stockholder in complying with any exemption from registration and qualification. That Stockholder agrees that it or he will not make any disposition of all or any part of the Holdings' Stock that will result in the violation by it or him or by the Parent of the Securities Act, or any other applicable securities laws.

e. Lack of Liquidity. The representing and warranting Stockholder acknowledges that there are substantial restrictions on the transferability of the Holdings' Stock

pursuant to the Merger and applicable law, that there is no public market for the Holdings' Stock or other securities of the Parent and none is expected to develop, and that, accordingly, it may not be possible for that Stockholder to liquidate its or his investment in the Parent.

f. Access to Information. The representing and warranting Stockholder has had an opportunity to ask questions and receive answers from the Parent and the persons involved in organizing, establishing and managing the business and affairs of the Parent regarding the terms and conditions of the acquisition of the Holdings' Stock and regarding the proposed Merger and other aspects of the Parent, and has further had the opportunity to obtain all information that Stockholder deems necessary to evaluate its or his investment in the Holdings' Stock and to verify the accuracy of information otherwise provided to it or him. That Stockholder has received and reviewed all information that it or he considers necessary or appropriate for deciding whether to acquire and commit to acquire the Holdings' Stock.

g. Consultation with Advisors. The representing and warranting Stockholder has been advised to consult with its or his own legal counsel and financial advisors regarding all legal and financial matters concerning an investment in the Parent and the tax and other consequences of participating in the Merger and acquiring and owning the Holdings' Stock, and has done so, to the extent that Stockholder considers necessary.

h. Tax Matters. The representing and warranting Stockholder acknowledges that the tax consequences to it or him of acquiring and owning the Holdings' Stock will depend on its or his particular circumstances, and neither the Parent, FCS, or CMI, nor any representative of any of them nor any other person will be responsible or liable for the tax consequences to that Stockholder of an investment in the Parent. That Stockholder will look solely to, and rely upon, its or his own advisors with respect to the tax consequences of this investment.

10. Board and Shareholder Approval. This Agreement and Plan of Merger will be submitted to and approved by the Boards of Directors and stockholders of CMI and of FCS as provided by the applicable laws of the States of Delaware and Florida. Each of Holdings and CMI (collectively the "Constituent Corporations") acknowledge that they are under common control because the shareholders of CMI also own a controlling interest in Holdings. Inasmuch as each of these persons is knowledgeable about the respective business, financial condition, assets and the validity of title of each of the Constituent Corporations and the debts, liabilities, contingent liabilities, future prospects, books and records, contracts, employee and officer compensation, corporate organizational documents and minutes of directors and shareholders meetings, capitalization and capital structure and pending or threatened legal action of each Constituent Corporation, each Constituent Corporation acknowledges that there is no need for any Constituent Corporation to make representations and warranties to the other, and no representations and warranties are made by any Constituent Corporation to the other.

11. Termination. This Agreement may be terminated and abandoned by action of the respective Boards of Directors of FCS, Holdings and CMI at any time prior to the Effective Date, whether before or after approval by the stockholders of the parties hereto. This Agreement

shall terminate if the Board of Directors or the shareholders of CMI or FCS do not approve this Agreement of if the merger does not occur by December 31, 1997.

12. Amendment. The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the stockholders of either of the parties hereto shall not without the further consent of the shareholders: (a) alter or change the number or kind of shares to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of FCS (except as contemplated above), or © change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

13. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

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

FLORIDA CRUSHED STONE COMPANY, a Florida corporation

By: _____, President

CONSOLIDATED MINERALS, INC., a Delaware corporation

By: _____, VICE President

_____
F. Browne Gregg, Shareholder

_____
Fred B. Gregg, Jr., Shareholder

_____
Gail Gregg, Shareholder

shall terminate if the Board of Directors or the shareholders of CMI or FCS do not approve this Agreement of if the merger does not occur by December 31, 1997.

12. Amendment. The Boards of Directors of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the stockholders of either of the parties hereto shall not without the further consent of the shareholders: (a) alter or change the number or kind of shares to be received in exchange for or on conversion of all or any of the shares of the parties hereto, (b) change any term of the Articles of Incorporation of FCS (except as contemplated above), or © change any other terms or conditions of this Agreement if such change would adversely affect the holders of any capital stock of either party hereto.

13. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

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

FLORIDA CRUSHED STONE COMPANY, a Florida corporation

By:_____

_____, President

CONSOLIDATED MINERALS, INC., a Delaware corporation

By:_____

_____, President

_____

F. Browne Gregg, Shareholder

Fred B. Gregg, Jr., Shareholder

_____

Gail Gregg, Shareholder

Jeannie G. Emack

Jeannie G. Emack, Shareholder

FCS HOLDINGS, INC., a Florida corporation

By: _____

_____, President

A97000001293

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

August 5, 1997

SECURITY FIRST TITLE PARTNERS OF BOCA RATON, LTD.
1715 N. WESTSHORE BLVD., SUITE 150
TAMPA, FL 33607

SUBJECT: SECURITY FIRST TITLE PARTNERS OF BOCA RATON, LTD.
Ref. Number: A97000001293

To Whom It May Concern:

In a recent audit of our records we have determined that the original Certificate of Limited Partnership for SECURITY FIRST TITLE PARTNERS OF BOCA RATON, LTD., document number A97000001293, has been misplaced and has not been filmed for the official record.

The purpose of this letter is to ask you to furnish us with a photocopy of the certificate, so that we can complete our records.

Please send the copy to:

Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
Attn: Lyn Turley

I hope this request is not too much of an inconvenience.

Should you have any questions regarding this matter, please feel free to contact me at (850) 487-6900.

Sincerely,
Lyn Turley,
Managment Review Specialist
Bureau of Commercial Recording

Letter number: 997A00039714

FILED

97 JUN 11 PM 9:54

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AFFIDAVIT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
SECURITY FIRST TITLE PARTNERS OF BOCA RATON, LTD.

We, the undersigned, desiring to form a partnership, pursuant to the Florida Uniform Limited Partnership Act as set forth in §§ 620.01 et seq. of the Florida Statutes, do hereby certify:

1. The name of the partnership is Security First Title Partners of Boca Raton, Ltd.

2. The character of the business intended to be transacted by the partnership is to provide real estate settlement and core title agent services, including the evaluation of title searches to determine the insurability of title, the clearance of the underwriting objectives, the issuance of policies on behalf of title insurers, and the successful conducting of closing and all related activities such as the proper and appropriate, management of escrow accounting etc., and to carry on any and all activities related thereto.

3. The location of the principal place of business is to be at 21301 Powerline Road, #106, Boca Raton, FL 33433, in the County of Palm Beach, State of Florida and mailing address is 1715 N. Westshore Blvd., Suite 150, Tampa, FL 33607.

4. (a) The name and mailing address of the general partner who is also the agent for service of process is The Security First Title Affiliates, Inc., a Florida Corporation with assigned document number P95000040857, 1715 N. Westshore Blvd.-Suite 150, Tampa, FL 33607.

5. The date at which the partnership will end is the 1st day of June, 2017.

6. The amount of cash contributed by each limited partner is as follows:

RE/MAX SELECT BOCA, INC.	$ 4,500

The total contribution contributed and/or anticipated to be contributed by the limited partnership at this time shall total $40,000.

7. Additional limited partners may be added to the partnership with the approval of the general partner. In that case, an amended partnership agreement will be filed with the State of Florida which only needs to be executed by the general partner and the new limited partner (or partners).

8. The share of the profits by way of income which each limited partner shall receive by reason of his or her contribution is as follows: James E. McGinnis, Individual shall receive thirty percent (30%) per annum of the net profits of the partnership.

IN WITNESS WHEREOF. The undersigned have executed this certificate this 2nd day of June, 1997.

Alan J Hurley President

The Security First Title Affiliates, Inc.
GENERAL PARTNER

Alan J Hurley, President

The Security First Title Affiliates, Inc.
REGISTERED AGENT

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