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## MERGER OR SHARE EXCHANGE

Joelson-Taylor, Inc.

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**ARTICLES OF MERGER**  
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

Name	Jurisdiction	Document Number
Joelson-Taylor, Inc.	Delaware	-

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number
Hanson Pipe & Products Southeast, Inc.	Florida	P95000034169

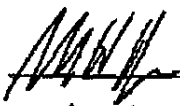

Third: The Agreement and Plan of Merger is attached.

Fourth: The merger shall become effective at 8:30 p.m., Eastern Time, on December 31, 2008.

Fifth: Adoption of Merger by surviving corporation - The Agreement and Plan of Merger was adopted by the board of directors of the surviving corporation on December 15, 2008, and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) - The Agreement and Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 15, 2008.

Seventh: Signatures for each corporation:

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Joelson-Taylor, Inc.		Michael H. Hyer, Vice President
Hanson Pipe & Products Southeast, Inc.		Michael H. Hyer, Vice President

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

[See Attachment]

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "*Agreement*") dated as of December 15, 2008, is entered into by and between Hanson Pipe & Products Southeast, Inc., a Florida corporation ("*Merging Entity*"), and Joelson-Taylor, Inc., a Delaware corporation ("*Survivor*").

### RECITALS

WHEREAS, the board of directors of Survivor and the board of directors and sole shareholder of Merging Entity deem it advisable, upon the terms and subject to the conditions herein stated, that Merging Entity be merged with and into Survivor, and that Survivor be the surviving entity of such merger (the "*Merger*"); and

WHEREAS, the board of directors of Survivor and the board of directors and sole shareholder of Merging Entity desire to effect the Merger on the terms and subject to the conditions contained in this Agreement and in accordance with the laws of the State of Florida and the State of Delaware; and

WHEREAS, the board of directors of Survivor and the board of directors and sole shareholder of Merging Entity by written consent, have approved and adopted this Agreement and approved the Merger;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

### ARTICLE I THE MERGER AND EFFECTIVE TIME

1.1. *The Merger.* Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), Merging Entity shall be merged with and into Survivor, whereupon the separate existence of Merging Entity shall cease. Survivor shall be the surviving entity (sometimes hereinafter referred to as the "*Surviving Entity*") in the Merger and shall continue to be governed by the laws of the State of Delaware. The Merger shall have the effects specified in the General Corporation Law of the State of Delaware and the Florida Business Corporation Act, and the Surviving Entity shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of Merging Entity, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of Merging Entity, including all obligations for the payment of required fees and franchise taxes owed to the State of Florida.

1.2. *Effective Time.* Merging Entity and Survivor shall cause Florida Articles of Merger to be executed and filed with the Florida Secretary of State (the "*Florida Certificate*") and a Certificate of Ownership and Merger to be executed and filed with the Delaware Secretary of State (the "*Delaware Certificate*"). The Merger shall become effective at 8:30 p.m., Eastern Time, on December 31, 2008, as specified in the Delaware Certificate and the Florida Certificate (the "*Effective Time*").

ARTICLE II  
GOVERNING DOCUMENTS OF THE SURVIVING ENTITY

2.1. *Certificate of Incorporation.* The certificate of incorporation of Survivor in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Entity from and after the Effective Time, until amended in accordance with the provisions provided therein or applicable law.

2.2. *Bylaws.* The bylaws of Survivor in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity from and after the Effective Time, until amended in accordance with the provisions provided therein or applicable law.

ARTICLE III  
DIRECTORS AND OFFICERS OF THE SURVIVING ENTITY

3.1. *Directors.* The directors of Survivor immediately prior to the Effective Time shall be the directors of the Surviving Entity from and after the Effective Time, each to serve until the expiration of the term for which such director was elected and until his or her successor is elected or appointed and qualified or until his or her earlier death, resignation or removal.

3.2. *Officers.* The officers of Survivor immediately prior to the Effective Time shall be the officers of the Surviving Entity from and after the Effective Time, each to serve until his or her successor is appointed and qualified or until his or her earlier death, resignation or removal.

ARTICLE IV  
EFFECT OF MERGER ON CAPITAL STOCK

4.1. *Effect of Merger on Capital Stock.* As of the Effective Time, by virtue of the Merger and without any action on the part of Merging Entity or Survivor or any director or shareholder of Merging Entity or Survivor:

(a) Each outstanding share of capital stock of Merging Entity held by the sole shareholder of Merging Entity, at the Effective Time, shall be automatically cancelled, retired and shall cease to exist.

(b) Each outstanding share of capital stock of Survivor shall remain outstanding with the same rights, privileges and preferences before, at and after the Effective Time and, collectively, shall constitute the only outstanding shares of capital stock of the Surviving Entity.

ARTICLE V  
MISCELLANEOUS

5.1. *Principal Office.* The principal office of the Surviving Entity is located at 300 East John Carpenter Freeway, Suite 1645, Irving, Texas 75062.

5.2. *Service of Process.* The Surviving Entity consents to be sued and served with process, notices and demands in Florida and agrees to pay to the holder of any dissenting share of Merging Entity the amount to which such holder is entitled under Florida law. Additionally, the Surviving Entity irrevocably appoints the Florida Secretary of State as its agent to accept service of process in any action or proceeding in Florida to enforce against the Surviving Entity any obligation of Merging Entity or the rights of a dissenting shareholder of Merging Entity.

5.3. *Binding Effect of Agreement.* Nothing in this Agreement, express or implied, is intended to confer on any party, other than the parties hereto and their respective permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, and no person who is not a party to this Agreement may rely on the terms hereof except as otherwise set out herein. This Agreement (a) constitutes the entire agreement between the parties relating to the subject matter hereof and (b) supersedes all previous understandings and agreements between the parties relating to the subject matter hereof, both oral and written. The terms and conditions of this Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

5.4. *Assignment.* No party to this Agreement may assign its rights or delegate its obligations hereunder without the prior written consent of the other party. Any such attempted assignment will be void *ab initio*. Subject to the preceding sentences, this Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

5.5. *Amendment of Agreement.* This Agreement may be amended or modified only by written instrument duly executed by all of the parties hereto.

5.6. *Applicable Law.* This Agreement is made pursuant to, will be construed under, will be enforced by and will be conclusively deemed for all purposes to have been executed and delivered exclusively under the laws of the State of Delaware without reference to conflicts of laws.

5.7. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one instrument.

5.8. *Severability.* If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of the illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

5.9. *Waiver.* No provision of this Agreement may be waived or modified unless such waiver or modification is in writing and executed by all the parties hereto. Any waiver by any party hereto of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.

5.10. *Further Assurances.* The parties hereto agree to take further actions and execute and deliver other documents, certificates, agreements and other instruments as may be reasonably necessary or desirable to implement the transactions contemplated by this Agreement.

5.11. *Section Headings.* The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

5.12. *Gender and Number of Words.* When the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter, and the number of all words includes the singular and the plural.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned, pursuant to the authority duly given by the written consents of the board of directors of Survivor and the board of directors and sole shareholder of Merging Entity, have each caused this Agreement to be executed and delivered by a duly authorized person to be effective as of the date first stated above.

**MERGING ENTITY:**

**HANSON PIPE & PRODUCTS SOUTHEAST,  
INC.**

By:   
Name: Michael H. Hyer  
Title: Vice President

**SURVIVOR:**

**JOELSON-TAYLOR, INC.**

By:   
Name: Michael H. Hyer  
Title: Vice President



**CERTIFICATE OF OWNERSHIP AND MERGER  
MERGING  
HANSON PIPE & PRODUCTS SOUTHEAST, INC.  
WITH AND INTO  
JOELSON-TAYLOR, INC.**

**IN ACCORDANCE WITH THE PROVISIONS OF  
§253 OF THE GENERAL CORPORATION LAW OF  
THE STATE OF DELAWARE**

Joelson-Taylor, Inc. (the "*Company*"), a corporation organized and existing under the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

**FIRST:** The Company was incorporated on May 1, 1995, pursuant to the General Corporation Law of the State of Delaware, and is existing under such law.

**SECOND:** Hanson Pipe & Products Southeast, Inc. was incorporated on May 2, 1995, pursuant to the Florida Business Corporation Act, and is existing under such law.


**THIRD:** The Company owns all 100% of the issued and outstanding shares of the capital stock of Hanson Pipe & Products Southeast, Inc.

**FOURTH:** The Board of Directors of the Company, by written consent executed to be effective as of December 15, 2008, has duly adopted the resolutions, attached hereto as Exhibit A, providing for the merger of Hanson Pipe & Products Southeast, Inc. with and into the Company, which resolutions have not been amended or rescinded and are now in full force and effect.

**FIFTH:** The merger of Hanson Pipe & Products Southeast, Inc. with and into the Company shall be effective at 8:30 p.m., Eastern Time, on December 31, 2008 (the "*Effective Time*").

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by a duly authorized officer as of December 15, 2008, to be effective at the Effective Time.

**JOELSON-TAYLOR, INC.**

By:   
Name: Michael H. Hyer  
Title: Vice President

**EXHIBIT A**

**Resolutions of the Board of Directors of  
Joelson-Taylor, Inc. (the "Company")**

**Approval of Merger of Hanson Pipe & Products Southeast, Inc. with and into Joelson-Taylor, Inc.**

**WHEREAS**, the Company is a wholly-owned indirect subsidiary of Lehigh Hanson, Inc., a Delaware corporation ("**LHI**"); and

**WHEREAS**, the Board of Directors of LHI has determined that it is in the best interests of LHI to restructure the organizational structure of LHI and its subsidiaries (the "**Reorganization**"); and

**WHEREAS**, pursuant to the Reorganization, there has been submitted to and reviewed by the Board of Directors of the Company the Agreement and Plan of Merger (the "**Merger Document**") providing for the merger of Hanson Pipe & Products Southeast, Inc., a Florida corporation ("**Merging Company**"), with and into the Company (the "**Merger**"); and

**WHEREAS**, the Board of Directors of the Company deems it to be in the best interests of the Company to approve the Merger and approve and adopt the Merger Document and any other transactions contemplated thereby;

**NOW THEREFORE, BE IT RESOLVED**, that the Merger is hereby approved in all respects by the Board of Directors of the Company; and

**FURTHER RESOLVED**, that the Merger Document together with such further documents as are provided for in the Merger Document or otherwise related to the transactions contemplated thereby, all in the form and with such changes and additions thereto as are hereinafter provided for are all hereby adopted and approved for execution and delivery as the binding covenants and obligations of the Company and for performance by the Company, subject to the conditions set forth in the Merger Document; and

**FURTHER RESOLVED**, that the officers of the Company be, and each hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Merger Document, with such further instruments or documents as are provided for in the Merger Document, or otherwise related to the transactions contemplated thereby, in substantially the forms submitted to the Board of Directors of the Company, but with such changes therein and additions thereto as may be approved by any officer, such approval to be conclusively evidenced by such officer's execution thereof; and

**FURTHER RESOLVED**, that the officers of the Company be, and each hereby is, authorized and directed, for and on behalf of the Company, to execute, deliver

and file the Florida Articles of Merger with the Florida Secretary of State and the Delaware Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

**Approval of the Merger as the sole shareholder of the Merging Company**

**WHEREAS**, the Company is the sole shareholder of the Merging Company; and

**WHEREAS**, the Board of Directors of the Merging Company has submitted the Merger Document to the Company, and recommended that the Company, as the sole shareholder of the Merging Company, approve and adopt the Merger Document; and

**WHEREAS**, the Board of Directors of the Company has reviewed the Merger Document and deems it to be in the best interests of the Merging Company to approve the Merger Document;

**NOW, THEREFORE, BE IT RESOLVED**, that the Company, in its capacity as the sole shareholder of the Merging Company, hereby approves the Merger in all respects and approves and adopts the Merger Document; and

**FURTHER RESOLVED**, that the officers of the Company be, and each hereby is, authorized and directed, for and on behalf of the Company, to execute all written consents and such other documents in the name of the Company as any officer deems necessary and appropriate to cause the Merging Company to approve the Merger and approve and adopt the Merger Document, such necessity or desirability to be conclusively evidenced by such officer's execution thereof.

**Further Instructions**

**FURTHER RESOLVED**, that the officers of the Company be, and each hereby is, authorized to take any and all such further action provided for in or contemplated by the Merger Document as any officer of the Company shall deem necessary or desirable, and to pay such expenses, as in any officer's judgment shall be necessary or desirable, in order to carry out the intent and accomplish the purposes of the foregoing resolutions adopted herein, such necessity or desirability to be conclusively evidenced by the taking of any such action or payment of any such expenses by such officer.

**Ratification**

**FURTHER RESOLVED**, that any and all acts and deeds of the officers of the Company, acting in their capacities as officers of the Company, heretofore taken in the general conduct of the business affairs of the Company or in connection with any of the foregoing resolutions be, and each hereby is, in all respects, ratified, approved and adopted as the acts and deeds of the Company.