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MERGER OR SHARE EXCHANGE

TERRA CONSTRUCTION GROUP, INC.

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Merger

4/5/04

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ARTICLES OF MERGER
OF
THE ISLA GROUP, INC.
(Corporation Document No. P02000058315)
AND
APPOLLO HOLDINGS, INC.
(Corporation Document No. P03000049789)
INTO
TERRA CONSTRUCTION GROUP, INC.
(Corporation Document No. P9800105173)

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Pursuant to the provisions of Section 607.1101 of the Florida Statutes, the undersigned hereby certify by these Articles of Merger as follows:

FIRST: The names of the corporations which are parties to the merger are THE ISLA GROUP, INC., a Florida corporation and APPOLLO HOLDINGS, INC., a Florida corporation. The surviving corporation is TERRA CONSTRUCTION GROUP, INC.

SECOND: The Plan of Merger is annexed hereto as Exhibit A and incorporated herein by reference in its entirety.

THIRD: The Plan of Merger was duly adopted by the shareholders of each party to the merger on the 31st day of March, 2004.

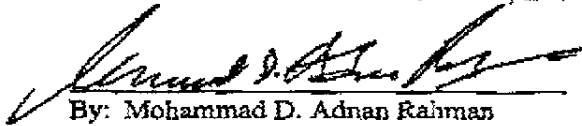
FOURTH: The manner and basis of converting the shares of each merging corporation into shares, obligations, or other securities of the surviving corporation is set forth in the Plan of Merger annexed hereto as Exhibit A.

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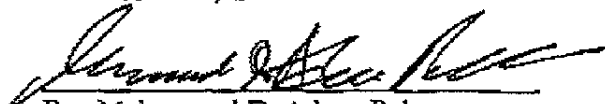
IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers this 31st day of March, 2004.

TERRA CONSTRUCTION GROUP, INC.



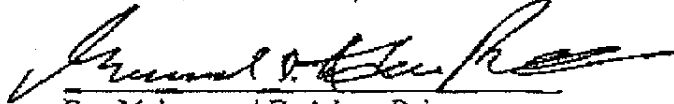
By: Mohammad D. Adnan Rahman
Its President

THE ISLA GROUP, INC.



By: Mohammad D. Adnan Rahman
Its President

APPOLLO HOLDINGS, INC.



By: Mohammad D. Adnan Rahman
Its President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of March, 2004,
by Mohammad D. Adnan Rahman as President of TERRA CONSTRUCTION GROUP, INC.,

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THE ISLA GROUP, INC., and APPOLLO HOLDINGS, INC., Florida corporations, who is
personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Name: _____

My Commission Expires: _____

629694v1



David L. Oringer
MY COMMISSION # DD120260 EXPIRES
June 4, 2004
BONDED THROUGH FARMERS INSURANCE, INC.

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EXHIBIT A

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PLAN OF MERGER

This Plan of Merger dated March 31, 2004 by and among TERRA CONSTRUCTION GROUP, INC. (formerly known as R. K. HOLDINGS, INC.) ("TCGI"), THE ISLA GROUP, INC. ("ISLA") and APPOLLO HOLDINGS, INC. ("APPOLLO") such Corporations being hereinafter collectively referred to as the "Constituent Corporations".

WITNESSETH

Whereas, TCGI is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on December 18, 1998, and having authorized capital stock of 5,000,000 shares of Class A Common Stock, \$.01 par value and 2,500,000 Class B Common Stock \$.01 par value which Class B Stock is comprised of 1,000,000 shares of Class B-1 Common Stock, 500,000 shares of Class B-2 Common Stock, and 1,000,000 shares of Class B-3 Common Stock (the "TCGI Common Stock"), of which 100 shares of Class A Common Stock and 980,000 shares of Class B-1 Common Stock are issued and outstanding, and the holders of all such shares are entitled to vote on this Plan of Merger; and

Whereas, ISLA is a Corporation duly organized and existing under the laws of the State of Florida, having been incorporated on May 24, 2002, and having an authorized capital stock of 1,000 shares of common stock, no par value (the "ISLA Common Stock"), of which 200 shares are issued and outstanding and all such shares are entitled to vote on this Plan of Merger; and

Whereas, APPOLLO is a Corporation duly organized and existing under the laws of the State of Florida, having been incorporated on May 6, 2003, and having an authorized capital stock of 1,000 shares of common stock, no par value (the "APPOLLO Common Stock"), of which 100 shares are issued and outstanding and all such shares are entitled to vote on this Plan of Merger; and

Whereas, the respective boards of directors of TCGI, ISLA and APPOLLO deem it advisable and for the best interests of said Corporations that TCGI, ISLA and APPOLLO be consolidated together and that TCGI be the surviving Corporation as authorized by the statutes of the State of Florida under and pursuant to the terms and conditions hereinafter set forth, and for the shares of capital stock of ISLA and APPOLLO issued and outstanding at the Effective Date (as hereinafter defined) to be converted into shares of TCGI Stock, and each such boards have duly approved this Plan of Merger (the "Plan"); and

Whereas, the Stockholders of TCGI, ISLA, and APPOLLO have entered into an Agreement of Merger dated this date setting forth certain representations, warranties and covenants in connection with said Merger;

Now, therefore, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said Merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each Constituent Corporation into shares of TCGI and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval of adoption of this Plan by the requisite vote of the Stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

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ARTICLE 1**MERGER AND NAME OF SURVIVING CORPORATION**

At the Effective Date, as hereinafter defined, TCGI, ISLA and APPOLLO shall be consolidated with each other and TCGI shall survive and is hereby designated as the "Surviving Corporation".

ARTICLE 2**TERMS AND CONDITIONS OF MERGER**

The terms and conditions of the Merger are (in addition to those set forth elsewhere in this Plan) as follows:

(a) At the Effective Date:

(1) The Constituent Corporations shall be a single corporation, which shall be TCGI, the corporation designated herein as the Surviving Corporation.

(2) The separate existence of ISLA and APPOLLO shall cease.

(3) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular, the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent and its stockholders, board of directors, committees elected or appointed by the board of directors, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall

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be as effective and binding thereon as the same were with respect to the relevant Constituent Corporation.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

(b) The board of directors and the officers of TCGI shall be:

- (1) Board of Directors: Mohammad D. Adnan Rahman
Mohammad A. Hikman Rahman
- (2) Officers: Mohammad D. Adnan Rahman, CEO, President
Mohammad A. Hikman Rahman, COO,
Secretary, Treasurer

(c) The Articles of Incorporation and Bylaws of Terra Construction Group, Inc. as heretofore amended and in effect on the Effective Date, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

ARTICLE 3

MANNER AND BASIS OF CONVERTING SHARES AND RELATED PROVISIONS

The manner and basis of converting the issued and outstanding shares of each Constituent Corporation into shares of TCGI stock and the mode of carrying the Merger into effect are as follows:

(a) Each share of ISLA Stock outstanding at the Effective Date shall be converted into 100,000 fully paid and nonassessable shares of Class B-2 Common Stock and 1,740,000 shares of Class A Common Stock of the Surviving Corporation, without any action on the part of the holder thereof, being a total of 1,840,000 TCGI shares issued for 200 shares of converted ISLA Stock. After the Effective Date, each holder of an outstanding certificate which prior thereto represented shares of Corporation Stock shall be entitled, upon surrender thereof to the Surviving Corporation, to receive in exchange therefore a certificate or certificates representing the number of whole shares of Common Stock of the Surviving Corporation into which the shares of ISLA Common Stock so surrendered shall have been converted as aforesaid, of such denominations and registered in such names as such holder may request. Until so surrendered, each such outstanding certificate which, prior to the Effective Date, represented shares of ISLA Common Stock, shall for all purposes evidence the ownership of the shares of Common Stock of the Surviving Corporation into or for which such shares shall have been so converted or exchanged.

(b) Each share of APPOLLO Stock outstanding at the Effective Date shall be converted into 20,800 fully paid and nonassessable shares of Class A Common Stock of the

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Surviving Corporation, without any action on the part of the holder thereof, being a total of 2,080,000 TCGI shares issued for 100 shares of converted APPOLLO Stock. After the Effective Date, each holder of an outstanding certificate or certificates which, prior thereto, represented shares of TCGI Stock shall be entitled, upon surrender thereof to TCGI to receive in exchange therefore a certificate or certificates representing the number of whole shares of TCGI Stock into or for which his shares have been converted or exchanged; provided, however, that no fractional shares of TCGI Stock shall be issued pursuant to the Merger and the aggregate number of shares of TCGI Stock to be issued pursuant to the Merger shall be determined by rounding any fractional share to which any stockholder of APPOLLO may otherwise be entitled to the nearest whole share. Until surrendered, each outstanding certificate which, prior to the Effective Date represented shares of APPOLLO Common Stock, shall for all purposes evidence the ownership of the shares of TCGI Stock into or for which such shares have been so converted or exchanged.

(c) All shares of TCGI Stock into which shares of ISLA and APPOLLO Stock shall have been converted pursuant to this Article 3 shall be issued in full satisfaction of all rights pertaining to such converted shares.

ARTICLE 4

OTHER PROVISIONS WITH RESPECT TO MERGER

(a) This Plan shall be submitted to the Stockholders of each Constituent Corporation as provided by the applicable laws of the State of Florida. After the approval or adoption thereof by the Stockholders of each Constituent Corporation in accordance with the requirements of the laws of the State of Florida all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the Merger under the provisions of the applicable statutes of the State of Florida.

(b) This Plan may be terminated at any time prior to the Effective Date, whether before or after action thereon by the Stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective boards of directors.

ARTICLE 5

APPROVAL AND EFFECTIVE TIME OF THE MERGER

(a) The Merger shall become effective when all the following actions shall have been taken:

(1) This plan shall be adopted and approved on behalf of each Constituent Corporation in accordance with the Florida Business Corporation Act; and

(2) Articles of Merger (with this plan attached as part thereof), setting forth the information required by, and executed and verified in accordance with, the Florida Business Corporation Act, shall be filed in the office of the Secretary of State of the State

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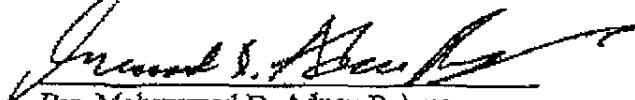
of Florida (the particular time and date at which such filing shall be accomplished being herein referred to as the "Effective Date").

(b) For the convenience of the parties and to facilitate the filing and recording of this plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(c) This plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

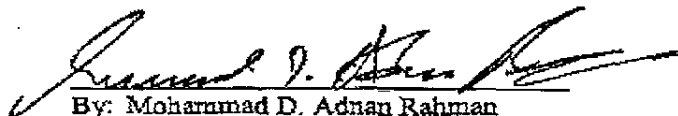
(d) This plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

TERRA CONSTRUCTION GROUP, INC.



By: Mohammad D. Adnan Rahman
Its President

THE ISLA GROUP, INC.



By: Mohammad D. Adnan Rahman
Its President

APPOLLO HOLDINGS, INC.



By: Mohammad D. Adnan Rahman
Its President