

AGREEMENT AND PLAN OF CONSOLIDATION

THIS AGREEMENT and plan of consolidation made and entered into this 8th day of November, 1972 by and between UTAH SAND AND GRAVEL PRODUCTS CORPORATION, a Utah corporation (hereinafter sometimes referred to as "UTAH SAND"), READY TO POUR CONCRETE COMPANY, an Idaho corporation (hereinafter sometimes referred to as "READY TO POUR"), and MONROC, INC., a Nevada corporation (hereinafter sometimes referred to as "MONROC"); the above-described corporations being sometimes collectively referred to as the "constituent corporations."

W I T N E S S E T H:

WHEREAS, UTAH SAND, READY TO POUR and MONROC desire to consolidate into one corporation, hereinafter sometimes referred to as the "consolidated corporation," and

WHEREAS, UTAH SAND, READY TO POUR and MONROC desire that their agreements and understandings be reduced to writing in accordance with the laws of the States of Utah, Idaho and Nevada;

NOW, THEREFORE, in consideration of the mutual promises, obligations, covenants and agreements set forth herein, as well as other consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

SECTION ONE

RECITALS

1. UTAH SAND is a corporation duly organized and existing under the laws of the State of Utah, with an authorized

capital stock consisting of 1,000 shares of preferred stock with no par value, of which 334 shares are issued and outstanding, and 200,000 shares of common stock of par value of Five Dollars (\$5.00) per share, of which 143,505 shares are issued and outstanding.

2. READY TO POUR is a corporation duly organized and existing under the laws of the State of Idaho, with an authorized capital stock consisting of 100,000 shares of common stock of par value of Ten Dollars (\$10.00) per share, of which 44,912 shares are issued and outstanding.

3. MONROC is a corporation duly organized and existing under the laws of the State of Nevada, with an authorized capital consisting of 1,500,000 shares of common stock of par value of Five Dollars (\$5.00) per share, of which three (3) shares are issued and outstanding.

SECTION TWO

DIRECTORS AND OFFICERS

The board of directors of the consolidated corporation shall consist of a number of directors which shall be variable from nine (9) to fifteen (15) and the officers of the consolidated corporation shall be a chairman of the board, president, one or more vice-presidents, a secretary, one or more assistant secretaries, a treasurer and one or more assistant treasurers. No director or officer need be a shareholder of the consolidated corporation. The names and addresses of the first directors and officers, who shall hold office from the effective date of the consolidation and until their successors are chosen according to law or the bylaws of the consolidated corporation, are as follows:

DIRECTORS

<u>Name</u>	<u>Address</u>
Frank A. Titus	704 East Avenue B Jerome, Idaho 83338
James O'Connell	P. O. Box 1194 Helena, Montana 59601
John D. Smith	Ready To Pour Concrete Company P. O. Box 1221 Idaho Falls, Idaho 83401
Stanton E. Wilson	3018 Westmoreland Circle Idaho Falls, Idaho
J. Eastman Hatch	Eastman Hatch & Co. Continental Bank Building Salt Lake City, Utah
A. P. Kibbe	Utah Sand and Gravel Products Corporation 1730 Beck Street Salt Lake City, Utah 84110
Eric C. Ryberg	Utah Sand and Gravel Products Corporation 1730 Beck Street Salt Lake City, Utah 84110
Leonard J. Lewis	141 East First South Salt Lake City, Utah 84111
Hugh Bradford	Bradford & Company 1010 Metropolitan Building 1407 Main Street Dallas, Texas 75202

OFFICERS

<u>Name and Office</u>	<u>Address</u>
A. P. Kibbe, Chairman of the Board and Chief Executive Officer	Utah Sand and Gravel Products Corporation 1730 Beck Street Salt Lake City, Utah 84110
John D. Smith, President and Chief Operating Officer	Ready To Pour Concrete Company P. O. Box 1221 Idaho Falls, Idaho 83401

<u>Name and Office</u>	<u>Address</u>
Eric C. Ryberg, Secretary	Utah Sand and Gravel Products Corporation 1730 Beck Street Salt Lake City, Utah 84110
Stanton E. Wilson, Treasurer	3018 Westmoreland Circle Idaho Falls, Idaho

If, on the effective date of the consolidation, a vacancy shall exist in the board of directors or in any of the offices of the consolidated corporation, such vacancy shall be filled by the board of directors of the consolidated corporation.

SECTION THREE

ARTICLES OF INCORPORATION

The articles of incorporation of the consolidated corporation shall be as follows:

FIRST. The name of the corporation is MONROC, INC.

SECOND. Its principal office in the State of Nevada is located at One East First Street, Reno, Washoe County, Nevada 89501. The name and address of its resident agent is The Corporation Trust Company of Nevada, One East First Street, Reno, Nevada 89501.

THIRD. The nature of the business, or objects or purposes proposed to be transacted, promoted or carried on are:

To engage in the business of producing and selling sand, gravel, cement, ready-mixed concrete, asphalt products, specialty sands, prestressed/precast concrete products and any and all types of building materials similar and related to the foregoing and to market the same.

To engage in any lawful activity and to manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To hold, purchase and convey real and personal property and interests therein and to mortgage or lease any such real and personal property interests.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume and guarantee the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant license in respect of, mortgage, or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements, and processes, copyrights, trademarks and tradenames, relating to or useful in connection with any business of this corporation.

To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of the shares of the capital stock of or any bonds,

securities or evidences of the indebtedness created by any other corporation or corporations of this state, or any other state or government, and, while owner of such stock, bonds, securities or evidences of indebtedness, to exercise all the rights, powers and privileges of ownership, including the right to vote, if any.

To borrow money and contract debts when necessary for the transaction of its business, or for the exercise of its corporate rights, privileges or franchises, or for any other lawful purpose of its incorporation; to issue bonds, promissory notes, bills of exchange, debentures, and other obligations and evidences of indebtedness, payable at specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge, or otherwise, or unsecured, for money borrowed, or acquired, or for any other lawful objects.

To purchase, hold, sell and transfer shares of its own capital stock, and use therefor its capital, capital surplus, surplus, or other property or funds; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital; and provided further, that shares of its own capital stock belonging to it shall not be voted upon, directly or indirectly, nor counted as

outstanding, for the purpose of computing any stockholders' quorum or vote.

To conduct business, have one or more offices, and hold, purchase, mortgage and convey real and personal property in this state, and in any of the states, territories, possessions and dependencies of the United States, the District of Columbia, and in any foreign countries.

To do all and everything necessary and proper for the accomplishment of the objects hereinbefore enumerated or necessary or incidental to the protection and benefit of the corporation, and, in general, to carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects hereinbefore set forth.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from the terms of any other clause in these Articles of Incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes.

FOURTH. The capital stock of this corporation shall be SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000.00), consisting of 1,500,000 shares of common stock, par value \$5.00 per

share. Each share of common stock shall be entitled to one vote on all matters with regard to which a vote of the shareholders is had except that in the election of directors of the corporation, the principle of cumulative voting shall apply. In any such election, each stockholder entitled to vote shall have votes equal to the number of his shares with voting rights multiplied by the number of directors to be elected. He may divide and distribute his votes, as so calculated, among any two or more candidates for the directorships to be filled, or he may cast all his votes for a single candidate. A shareholder may, if he desires, cast fewer than all the votes to which he is entitled at an election of directors, but his vote shall be invalid if the total votes shown thereon are in excess of the total number of votes to which he is entitled.

At any such election the candidates receiving the highest number of votes, up to the number of directors to be chosen, shall stand elected, and an absolute majority of the votes is not a prerequisite to the election of any candidate to the board of directors.

FIFTH. The governing board of this corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the Bylaws of this corporation, provided that the number of directors shall not be reduced to less than three (3).

The first Board of Directors shall be nine (9) in number, and the names and addresses are as follows:

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
Frank A. Titus	704 East Avenue B Jerome, Idaho 83338

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
James O'Connell	P. O. Box 1194 Helena, Montana 59601
John D. Smith	Ready To Pour Concrete Company P. O. Box 1221 Idaho Falls, Idaho 83401
Stanton E. Wilson	3018 Westmoreland Circle Idaho Falls, Idaho
J. Eastman Hatch	Eastman Hatch & Co. Continental Bank Building Salt Lake City, Utah
A. P. Kibbe	Utah Sand and Gravel Products Corporation 1730 Beck Street Salt Lake City, Utah 84110
Eric C. Ryberg	Utah Sand and Gravel Products Corporation 1730 Beck Street Salt Lake City, Utah 84110
Leonard J. Lewis	141 East First South Salt Lake City, Utah 84111
Hugh Bradford	Bradford & Company 1010 Metropolitan Building 1407 Main Street Dallas, Texas 75202

SIXTH. The capital stock, after the amount of the subscription price, or par value has been paid in shall not be subject to assessment to pay the debts of the corporation.

SEVENTH. The name and post office address of each of the incorporators signing the Articles of Incorporation are as follows:

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
Leonard J. Lewis	141 East First South Salt Lake City, Utah 84111
Brent J. Giaugue	141 East First South Salt Lake City, Utah 84111
Dorothy Rooney	141 East First South Salt Lake City, Utah 84111

EIGHTH. The corporation is to have perpetual existence.

NINTH. In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized;

To make, alter and amend the Bylaws of the corporation in accordance with the amendment provisions thereof.

By resolution passed by a majority of the whole Board, to designate an executive committee and one or more other committees, each committee to consist of one or more of the directors of the corporation, which, to the extent provided in the resolution or in the Bylaws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the Bylaws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

When and as authorized by the affirmative vote of stockholders holding stock entitling them to exercise at least a majority of the voting power given at a stockholders' meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions as its Board of Directors deem expedient and for the best interests of the corporation.

TENTH. Meetings of stockholders may be held outside the State of Nevada. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Nevada at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the corporation.

ELEVENTH. This corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

SECTION FOUR

EFFECTIVE DATE OF CONSOLIDATION

The consolidation provided for by this agreement shall become effective when this agreement shall have been authorized, adopted, approved, signed, and acknowledged in accordance with the laws of the States of Utah, Idaho and Nevada, when certificates of its adoption shall have been executed in accordance therewith, and when this agreement so authorized, adopted, approved, signed, acknowledged, and certified shall have been filed and accepted in the offices of the Secretaries of State of the States of Utah, Idaho and Nevada. The parties agree to endeavor to have the aforescribed effective date be the 1st day of March, 1973.

SECTION FIVE

EFFECT OF CONSOLIDATION

On the effective date of the consolidation, the separate existence of UTAH SAND and READY TO POUR shall cease,

and they shall be consolidated into MONROC, the consolidated corporation, in accordance with the provisions of this agreement; and all the rights, privileges, powers, and franchises of each of the constituent corporations, both of a public and private nature, all property, real and personal and mixed of each of the constituent corporations, all debts due to each of the constituent corporations on any account, or belonging to each of the constituent corporations, and all and every other interest of the constituent corporations, shall vest in the consolidated corporation, without further act or deed or other transfer, as effectually as they were vested in the respective constituent corporations.

SECTION SIX

EFFECT OF CONSOLIDATION ON REAL PROPERTY

The title to any real estate vested in any of the constituent corporations under the laws of the States of Utah and Idaho or any other jurisdiction, by deed or otherwise, shall not revert or be in any way impaired by reason of such consolidation.

SECTION SEVEN

RIGHTS OF CREDITORS TO BE PRESERVED

All rights of creditors and all liens on property of the constituent corporations shall be preserved unimpaired, and all debts, liabilities, restrictions, disabilities, and duties of the constituent corporations shall thenceforth attach to the consolidated corporation, and may be enforced against it to the same extent as if they had been incurred or contracted by it.

SECTION EIGHT

INTERIM BYLAWS

The bylaws of MONROC in force on the effective date of the consolidation shall constitute the bylaws of the consolidated corporation until thereafter altered, duly amended, or repealed as therein provided.

SECTION NINE

CONVERSION OF PRESENT STOCK INTO STOCK OF CONSOLIDATED CORPORATION

The manner of converting the capital stock of each of the constituent corporations into the stock of the consolidated corporation shall be as follows:

(a) The shares of Five Dollar (\$5.00) par value common stock of UTAH SAND issued and outstanding on the effective date of the consolidation shall be converted into Two Hundred Eighty-Seven Thousand and Ten (287,010) shares of MONROC Five Dollar (\$5.00) par value common stock.

Each shareholder of UTAH SAND as of the effective date of the consolidation shall be entitled to a portion of the shares of MONROC referred to above calculated in accordance with the following formula:

Number of shares of UTAH SAND owned by shareholder on effective date of consolidation	=	_____ X 287,010	=	Number of shares of MONROC \$5.00 par value common stock to which shareholder of UTAH SAND is entitled
Number of issued and outstanding shares of UTAH SAND on effective date of consolidation				

(b) The shares of Ten Dollar (\$10.00) par value common stock of READY TO POUR, issued and outstanding on the effective date of the consolidation shall be converted into Two Hundred

Fourteen Thousand Seven Hundred and Fifty-Five (214,755) shares of MONROC Five Dollar (\$5.00) par value common stock.

Each shareholder of READY TO POUR as of the effective date of the consolidation shall be entitled to a portion of the shares of MONROC referred to above calculated in accordance with the following formula:

Number of shares of READY TO POUR owned by shareholder on effective date of consolidation			Number of shares of MONROC \$5.00 par value common stock to which shareholder of READY TO POUR is entitled
Number of issued and outstanding shares of READY TO POUR on effec- tive date of consolida- tion	=	_____ x 214,755 =	

(c) Any shareholder of UTAH SAND or READY TO POUR who, in accordance with the provisions of paragraphs (a) or (b) above, shall be entitled to a fractional share of MONROC Five Dollar (\$5.00) par value common stock shall receive in lieu thereof the cash value of said fractional share as of the effective date of the consolidation.

SECTION TEN

EARNED AND CAPITAL SURPLUS

The earned surplus of the consolidated corporation shall be the combined earned surplus of each of the constituent corporations on the effective date of the consolidation, and the capital surplus of the consolidated corporation shall be the combined capital surplus of each of the constituent corporations on such effective date, subject to such adjustments as may be made in accordance with sound accounting practice as necessary to reflect the capital of the consolidated corporation.

SECTION ELEVEN

ASSETS AND LIABILITIES

The assets and liabilities of the constituent corporations shall be taken up or continued on the books of the consolidated corporation at the amounts at which they are respectively recorded on the books of the constituent corporations, appropriately adjusted as deemed necessary to place them on a uniform basis.

SECTION TWELVE

RESTRAINT ON CORPORATE ACTION PRIOR TO CONSOLIDATION

Prior to the effective date of the consolidation none of the constituent corporations shall, without the prior written consent of the others:

- (a) Amend its articles of incorporation or bylaws;
- (b) Engage in any activity or transaction except in the ordinary course of business;
- (c) Issue or sell any shares of its capital stock or issue, sell or grant any rights or options with respect thereto; or
- (d) Declare any dividend or make any distribution in respect of any shares of its capital stock.

SECTION THIRTEEN

SUBMISSION TO STOCKHOLDERS

This agreement shall be submitted to the stockholders of UTAH SAND, READY TO POUR and MONROC, respectively, at meetings called to be held on or before December 15, 1972, or such later date as may be approved by the respective boards of directors. Failing adoption of this agreement by the requisite

statutory vote of the stockholders of any of the constituent corporations, upon submission thereof as aforesaid, this agreement shall be deemed terminated.

SECTION FOURTEEN

TERMINATION OF AGREEMENT

This agreement may be terminated:

(a) By the mutual consent of the constituent corporations, expressed by action of their respective boards of directors, at any time after the adoption of this agreement and prior to the effective date of the consolidation; or

(b) By action of the board of directors of any of the constituent corporations at any time after such adoption and prior to the effective date of the consolidation in the event that:

(i) There is then pending any proceeding, in a court or brought by any government agency, to enjoin or prohibit the consummation of the consolidation; or

(ii) An order of a court or of any governmental agency has been entered enjoining or prohibiting consummation of the consolidation, if the board of directors of such constituent corporation, in its sole judgment, deems the consummation of the consolidation under such circumstances to be contrary to the best interests of such constituent corporation; or

(iii) In the opinion of the board of directors or president of the constituent corporation the consolidation will not be advisable or in the best interests of said corporation or its shareholders by reason of the liability which will result

from the demands of shareholders of any constituent corporation for appraisal of their shares. Provided, however, that before the board of directors of any constituent corporation shall make a final declaration of termination of this agreement under the terms of this paragraph (b) (iii) it shall consult with the boards of directors of the other constituent corporations with regard thereto.

SECTION FIFTEEN

SERVICE OF PROCESS ON CONSOLIDATED CORPORATION

1. The consolidated corporation may be served with process in the State of Utah in any proceeding for enforcement of any obligation of UTAH SAND, as well as for enforcement of any obligation of the consolidated corporation arising from the consolidation, including any suit or other proceeding to enforce the rights of any stockholder of UTAH SAND pursuant to the laws of the State of Utah; and the Secretary of State of the State of Utah is hereby irrevocably appointed as the agent of the consolidated corporation to accept service of process in any such suit or proceeding. The address to which a copy of such process shall be mailed by the Secretary of State is 1730 Beck Street, Salt Lake City, Utah 84110.

2. The consolidated corporation may be served with process in the State of Idaho in any proceeding for enforcement of any obligation of READY TO POUR, as well as for enforcement of any obligation of the consolidated corporation arising from the consolidation, including any suit or other proceeding to enforce the rights of any stockholder of READY TO POUR pursuant to the laws of the State of Idaho; and the Secretary of

State of the State of Idaho is hereby irrevocably appointed as the agent of the consolidated corporation to accept service of process in any such suit or proceeding. The address to which a copy of such process shall be mailed by the Secretary of State is 1738 Beck Street, Salt Lake City, Utah 84110.

SECTION SIXTEEN

EXECUTION OF INSTRUMENTS TO VEST PROPERTY IN CONSOLIDATED CORPORATION

If, at any time after the effective date of the consolidation, the consolidated corporation shall consider or be advised that any instruments of further assurance are desirable in order to evidence the vesting in the consolidated corporation of the title to any of its property or rights, the appropriate officers and directors of UTAH SAND and READY TO POUR shall execute and acknowledge all such instruments of further assurance, and do such other acts or things, either in the name of the respective corporation or in the name of the consolidated corporation, as may be requisite or desirable to carry out the purposes of this agreement of consolidation as herein expressed.

SECTION SEVENTEEN

ASSUMPTION OF DEBTS OF CONSTITUENT CORPORATIONS

The consolidated corporation hereby further agrees to pay all debts and liabilities of each constituent corporation, and all debts and liabilities of each of the constituent corporations shall attach to the consolidated corporation, and may be enforced against it to the same extent as if they had been incurred or contracted by it, and all liens on the property of any of the constituent corporations shall be preserved unimpaired. In particular, the consolidated corporation shall

be obligated and agrees to promptly pay to the dissenting shareholders of any constituent corporation the amount, if any, to which they, by reason of their being dissenting shareholders, are entitled under the laws of the state in which the constituent corporation of which they were shareholders was incorporated.

SECTION EIGHTEEN

REDEMPTION OF STOCK

1. UTAH SAND agrees that prior to or at the effective date of the consolidation it shall redeem all of the outstanding shares of its preferred stock at a redemption price of One Hundred Five Dollars (\$105.00) per share.

2. Between the date of this agreement and the effective date of the consolidation, READY TO POUR shall have the right, but shall not be obligated to, redeem up to Nine Hundred Forty-Nine (949) shares of its Ten Dollar (\$10.00) par value common stock. Any such redemption shall be at book value as of October 28, 1972.

SECTION NINETEEN

EXPENSES OF MERGER OR CONSOLIDATION PROCEEDINGS

Except as hereinafter provided, the consolidated corporation shall pay all the expenses of accomplishing the consolidation provided for by this agreement, including without limitation the expenses of each of the constituent corporations incurred in connection with this agreement and the negotiations relating thereto and preparations for carrying the same into effect. Each of the constituent corporations shall pay its own expenses of the aforesaid character which are payable prior to the effective date of the consolidation, and all of such expenses

incurred by it if for any reason the consolidation shall not be consummated.

SECTION TWENTY

BASIS OF AGREEMENT AND CONVERSION CALCULATIONS

This agreement in general and the conversion provisions of Section Nine in particular, are based upon the material set forth in the certified audit of UTAH SAND prepared by Haskin & Sells, certified public accountants, as of June 30, 1972, the certified audit of READY TO POUR prepared by Galusha, Higgins & Galusha, certified public accountants, as of February 29, 1972, and additional information of an uncertified nature provided by UTAH SAND and READY TO POUR to one another. If, prior to the effective date of the consolidation, it should develop that there has been a material reduction for any reason in the total net worth of either UTAH SAND or READY TO POUR from that set forth in their respective certified audits referred to above and the additional uncertified material provided by said parties to one another, or if it should develop that either UTAH SAND or READY TO POUR shall have a substantial contingent liability, contract obligation or cloud on its title to any property of a substantial nature which was not known by the other, previous to the execution of this agreement, then the number of shares of MONROC's Five Dollar (\$5.00) par value common stock set forth in paragraphs (a) and (b) of Section Nine of this agreement shall be recalculated to the mutual agreement of UTAH SAND and READY TO POUR, and lacking such mutual agreement, this agreement shall be terminated.

SECTION TWENTY-ONE

RIGHT TO AMEND AGREEMENT

At any time prior to approval of this agreement by the shareholders of any constituent corporation, the same may be amended in any particular or particulars by a written amendment approved by UTAH SAND, READY TO POUR, MONROC and their respective boards of directors.

SECTION TWENTY-TWO

MISCELLANEOUS PROVISIONS

1. The rights and/or obligations of any party to this agreement may not be assigned without the prior written consent of the other parties to the agreement.

2. It is expressly understood that this agreement constitutes the entire agreement between the parties hereto and there are no representations, warranties, or agreements except as set forth herein. The terms and conditions of this agreement may be modified by a written agreement only signed by all parties hereto.

3. This agreement shall be binding upon the parties, their heirs, successors and permitted assigns.

4. Any notice, with regard to this agreement, from any party thereto to any other party or parties, shall be sent by registered or certified mail, postage prepaid, to the addresses set forth below:

If to UTAH SAND:

1730 Beck Street
Salt Lake City, Utah 84110

If to READY TO POUR:

P. O. Box 1221
Idaho Falls, Idaho 83401

If to MONROC:

1730 Beck Street
Salt Lake City, Utah 84110

The above-listed addresses may be changed upon written notice thereof given to the other parties.

5. Except to the extent controlled by the corporate laws of the States of Idaho and Nevada which deal with consolidations, all of the terms, conditions and other provisions of the agreement shall be interpreted and governed by reference to the laws of the State of Utah and any dispute arising therefrom and remedies available shall be determined in accordance with such laws.

IN WITNESS WHEREOF, each of the parties hereto has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized, as of the day and year first above written.

UTAH SAND AND GRAVEL PRODUCTS
CORPORATION ("UTAH SAND")

ATTEST:

George N. Cannon
Secretary

(SEAL)

By

Its

DIRECTORS OF UTAH SAND AND
GRAVEL PRODUCTS CORPORATION

Phillip A. Bullen
Phillip A. Bullen

A. P. Kibbe
A. P. Kibbe

George N. Cannon
George N. Cannon

Ezra C. Knowlton
Ezra C. Knowlton

Allan W. Flandro
Allan W. Flandro

Leonard J. Lewis
Leonard J. Lewis

Donald C. Harris
Donald C. Harris

Robert E. Mark
Robert E. Mark

J. Eastman Hatch
J. Eastman Hatch

Eric C. Ryberg
Eric C. Ryberg

Stephen M. Smith
Stephen M. Smith

READY TO POUR CONCRETE COMPANY
("READY TO POUR")

ATTEST:

Stanton E. Wilson
Secretary

By

Its

John D. Smith
President

(SEAL)

DIRECTORS OF
READY TO POUR CONCRETE COMPANY

John D. Smith
John D. Smith

Charles Horrocks
Charles Horrocks

Frank A. Titus
Frank A. Titus

E. F. Glover
E. F. Glover

James O'Connell
James O'Connell

Loren Allen
Loren Allen

Stanton E. Wilson
Stanton E. Wilson

MONROC, INC.
("MONROC")

ATTEST:

Eric C. Ryberg
Secretary

By

Its

John D. Smith
President

(SEAL)

DIRECTORS OF
MONROC, INC.

Frank A. Titus
Frank A. Titus

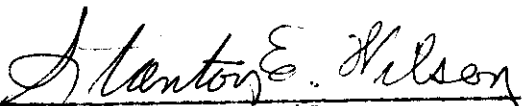
A. P. Kibbe
A. P. Kibbe

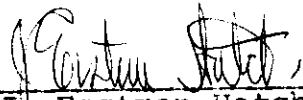
James O'Connell
James O'Connell

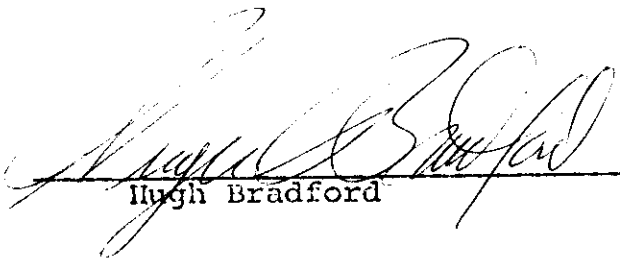
Eric C. Ryberg
Eric C. Ryberg

John D. Smith
John D. Smith

Leonard J. Lewis
Leonard J. Lewis

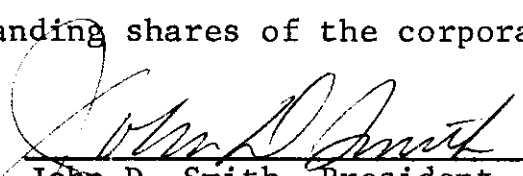

Stanton E. Wilson


J. Eastman Hatch


Hugh Bradford

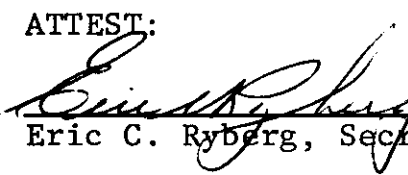
CERTIFICATE

John D. Smith and Eric C. Ryberg, respectively President and Secretary of Monroc, Inc., a Nevada corporation, hereby certify that a meeting of the shareholders of the corporation was held at Salt Lake City, Utah on the 1st day of December, 1972, that of the 3 shares of the corporation authorized to vote at the meeting on the question of approval and adoption of the foregoing Agreement and Plan of Consolidation 3 shares were represented at the meeting in person or by proxy, that 3 shares were voted in favor of approval and adoption and No shares were voted against approval and adoption and that said Agreement and Plan of Consolidation was therefore approved and adopted by at least a majority of each class of the issued and outstanding shares of the corporation.



John D. Smith, President

ATTEST:



Eric C. Ryberg, Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 11th day of December, 1972, personally appeared before me John D. Smith, who being by me duly sworn did say that he is the President of Monroc, Inc., and that he duly

executed the foregoing Certificate as such.

Bessie Carlson

Notary Public

Residing at: _____

My Commission Expires:

My Commission Expires January 25, 1975

Residing at Salt Lake City, Utah

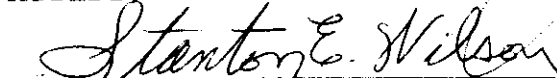
CERTIFICATE

John D. Smith and Stanton E. Wilson, respectively President and Secretary of Ready To Pour Concrete Company, an Idaho corporation, hereby certify that a meeting of the shareholders of the corporation was held at Idaho Falls, Idaho on the 1st day of December, 1972, that of the 44,912 shares of the corporation authorized to vote at the meeting on the question of approval and adoption of the foregoing Agreement and Plan of Consolidation 44,912 shares were represented at the meeting in person or by proxy, that 44,912 shares were voted in favor of approval and adoption and ~~10~~ shares were voted against approval and adoption and that said Agreement and Plan of Consolidation was therefore approved and adopted by at least two-thirds of the voting power of all shareholders of the corporation.



John D. Smith, President

ATTEST:



Stanton E. Wilson, Secretary

STATE OF IDAHO)
 : ss.
COUNTY OF BONNEVILLE)

On the 1 day of December, 1972, personally appeared before me John D. Smith, who being by me duly sworn did say

that he is the President of Ready to Pour Concrete Company,
and that he duly executed the foregoing Certificate as such.

Beverly Carlson
Notary Public
Residing at: _____

My Commission Expires:

My Commission Expires January 25, 1975
Residing at Salt Lake City, Utah

ARTICLES OF CONSOLIDATION

BETWEEN

UTAH SAND AND GRAVEL PRODUCTS CORPORATION,

READY TO POUR CONCRETE COMPANY

AND

MONROC, INC.

The undersigned A. P. Kibbe and Eric C. Ryberg, respectively President and Secretary of Utah Sand And Gravel Products Corporation, a Utah corporation, hereby certify and declare as follows:

1. That attached hereto as EXHIBIT "A" is a true and correct copy of the Agreement and Plan of Consolidation by and between Utah Sand And Gravel Products Corporation, a Utah corporation, Ready To Pour Concrete Company, an Idaho corporation and Monroc, Inc., a Nevada corporation.

2. That a special meeting of the stockholders of Utah Sand And Gravel Products Corporation was duly called, convened and held at Salt Lake City, Utah at 2 o'clock p.m., Mountain Standard Time, on the 1st day of December, 1972.

3. That at said meeting, the following resolution approving and adopting the Agreement and Plan of Consolidation was duly adopted:

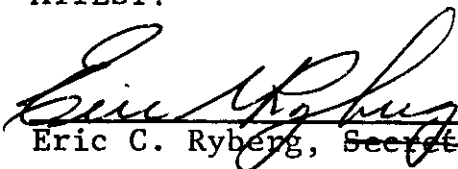
4. That at the time the aforesaid special meeting of the stockholders of Utah Sand And Gravel Products Corporation, was held there were 143,505 shares of the stock of the corporation outstanding which were entitled to be voted on the foregoing resolution. There were present and represented at the meeting in person 42,115 shares of the stock of the corporation and 90,415 shares were represented by proxy. Of the total shares represented at the meeting, 132,530 shares were voted in favor of the adoption of the foregoing resolution while NO shares were voted against adoption.

IN WITNESS WHEREOF, these Articles of Consolidation have been executed this 1 day of December, 1972, by the undersigned officers.

UTAH SAND AND GRAVEL PRODUCTS
CORPORATION

By 
A. P. Kibbe, President

ATTEST:


Eric C. Ryberg, Secretary
Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 1st day of December, 1972, personally appeared before me A. P. Kibbe who being by me duly sworn, did say that he is the President of Utah Sand And Gravel Products Corporation, that he signed the foregoing document as President of the corporation in accordance with a resolution of the Board of Directors of the corporation and that the statements contained therein are true.

Beula Carlson

Notary Public

Residing at: _____

My Commission Expires:

My Commission Expires January 25, 1975

Residing at Salt Lake City, Utah