

**F02000006345**

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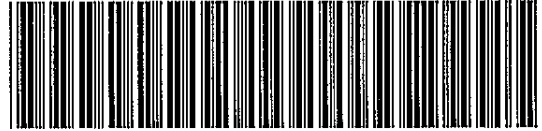
(Business Entity Name)

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02 DEC 23 PM 4:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*sf*  
*merck*

EFFECTIVE DATE  
12/31/02

ARTICLES OF MERGER  
Merger Sheet

MERGING:

§

SNAVELY FOREST PRODUCTS (FL) CO., a Florida corp., P00000106115

INTO

**SNAVELY FOREST PRODUCTS COMPANY**, a Pennsylvania entity,  
F02000006345

File date: December 23, 2002, effective December 31, 2002

Corporate Specialist: Susan Payne

**CT CORPORATION SYSTEM**

December 20, 2002

Secretary of State, Florida  
409 East Gaines Street  
Tallahassee FL 32399

Re: Order #: 5751080 SO  
Customer Reference 1:  
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Snavelly Forest Products (FL) Co. (FL)  
Merger (Discontinuing Company)  
Florida

*Also Need a Certified Copy of the Filing. Thanks Ashley*

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Ashley A Mitchell  
Fulfillment Specialist  
Ashley\_Mitchell@cch-lis.com

FILE  
SECOND

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

**ARTICLES OF MERGER**  
(Profit Corporations)

FILED  
02 DEC 23 PM 4: 28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Snavely Forest Products Company</u>	<u>Pennsylvania</u>	<u>N/A</u>

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Snavely Forest Products (FL) Co.</u>	<u>Florida</u>	<u>P-106115</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on ~~the date the articles of merger are filed with the Florida Department of State~~

at 11:59 p.m.

~~OR~~ 12 / 31 / 02 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/18/02

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/18/02

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**EFFECTIVE DATE**  
12/31/02



**AGREEMENT AND PLAN OF MERGER - (FL)**

AGREEMENT made this 16<sup>th</sup> day of December, 2002, by and among Snavely Forest Products (FL) Co. (the "Operating Subsidiary"), a Florida corporation, Snavely Forest Products Company (the "Merger Subsidiary"), a Pennsylvania corporation, and Snavely Forest Products, Inc. (the "Parent Corporation"), a Pennsylvania Corporation and the owner of all of the Merger Subsidiary's shares of its capital stock and a majority of the Operating Subsidiary's shares of its capital stock.

**WITNESSETH:**

WHEREAS, the Business Corporation Laws of Pennsylvania and Florida permit the merger of a domestic business corporation with a foreign business corporation, each being organized for the purposes of carrying on business of the same or a similar nature; and

WHEREAS, the parties to this Agreement wish to set forth their plan for merging the Operating Subsidiary into the Merger Subsidiary, and causing the exchange of those shares of the Operating Subsidiary that are not owned directly or indirectly by the Parent Corporation for shares in the Parent Corporation; and

WHEREAS, the Merger Subsidiary, under its Certificate of Incorporation, filed in the Office of the Secretary of State on December 12, 2002, has an authorized capital stock of 1,000 shares, of which there are issued and outstanding 100 shares; and

WHEREAS, the Operating Subsidiary under its Certificate of Incorporation filed in the Office of the Secretary of the State of Florida, as amended, has an authorized capital stock of 1,000,000 shares, of which there are issued and outstanding 750,000 shares; and

WHEREAS, the Parent Corporation under its Certificate of Incorporation filed in the office of the Secretary of State, as amended, has authorized capital stock of 300,000 shares, of which there are issued and outstanding 199,802 shares; and

WHEREAS, the Parent Corporation, the Merger Subsidiary and the Operating Subsidiary engage in, or intend to engage in (in the case of the Merger Subsidiary), the business of providing wholesale lumber products and services and related services pursuant to the applicable laws of the Commonwealth of Pennsylvania and the State of Florida; and

WHEREAS, the merger between the Operating Subsidiary and the Merger Subsidiary is being effected in conjunction with the merger of seven (7) other subsidiaries of the Parent Corporation into the Merger Subsidiary, which other subsidiaries shall be referred herein as the "Other Operating Subsidiaries"; and

WHEREAS, one other subsidiary of the Parent Corporation, Snavely Forest Products, International ("SFP International") is not merging into Merger Subsidiary in conjunction with this transaction.

**EXHIBIT "A"**

NOW, THEREFORE, the parties agree that the Operating Subsidiary shall be merged with and into the Merger Subsidiary pursuant to the laws of the Commonwealth of Pennsylvania and the State of Florida, and do further agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect as follows:

#### ARTICLE I

##### Surviving Corporation

The Merger Subsidiary shall be the surviving corporation of the merger of Operating Subsidiary with and into Merger Subsidiary, which corporation shall be governed by the Business Corporation Law of the Commonwealth of Pennsylvania, and have its principal office located at 600 Delwar Road, Pittsburgh, Pennsylvania 15236.

#### ARTICLE II

##### Articles of Incorporation

From and after the effective date of this merger, the Articles of Incorporation of the Merger Subsidiary shall remain and be the Articles of Incorporation of the surviving corporation until amended in a manner provided by law.

#### ARTICLE III

##### By-Laws

From and after the effective date of this merger, the By-Laws of the Merger Subsidiary shall remain and be the By-Laws of the surviving corporation until the same shall be altered or amended according to the provisions thereof and in the manner permitted by law.

#### ARTICLE IV

##### Conversion and Issuance of Stock

The manner and basis of converting the issued and outstanding shares of the capital stock of the Operating Subsidiary into the shares of stock in the Merger Subsidiary shall be as follows:

(a) Each share of stock in the Operating Subsidiary that is held by the Parent Corporation or a wholly owned subsidiary of the Parent Corporation (if any), shall be cancelled and returned to authorized but unissued shares. All other outstanding shares of the Operating Subsidiary (if any) shall be exchanged for and converted into shares of the Parent Corporation. All treasury shares, if any, shall be cancelled. The number of shares of Parent Corporation stock exchanged for one share of stock in the Operating Subsidiary shall be determined as follows:

(i) The shareholder equity of the Operating Subsidiary as of December 31, 2002 immediately prior to the effective time of the merger shall be determined by the Parent Corporation's certified public accountant in a manner consistent with past practice.

(ii) The separate shareholder equity of the Parent Corporation, each of the Other Operating Subsidiaries and SFP International shall be separately, determined by the Parent Corporation's certified public accountant, in a manner consistent with past practice.

(iii) The shareholder equity of each subsidiary of the Parent Corporation, as determined above, shall be adjusted by adding to each subsidiary's shareholder equity the LIFO reserve properly allocable to each such entity, net of related deferred tax liability. The resulting adjusted amount shall be called the "Adjusted Shareholder Equity" of each such entity. The Adjusted Shareholder Equity of the Parent Corporation shall be determined by allocating to the Parent Corporation a portion of each subsidiary's LIFO reserve, net of related deferred tax liability, which portion shall be determined by multiplying the LIFO reserve of each subsidiary (net of related deferred tax liability) times the percentage of the outstanding shares of each subsidiary owned by the Parent Corporation prior to the effective time of the merger.

(iv) The value per share of the shares of the Parent Corporation and the Operating Subsidiary shall be determined by dividing the Adjusted Shareholder Equity of each such entity by the number of issued and outstanding shares of each such entity.

(v) The value per share of the Operating Subsidiary (as determined above) shall then be divided by the value per share of the Parent Corporation (as determined above).

(vi) The resulting quotient shall be the number of shares of the stock of the Parent Corporation that shall be exchanged for each share of stock in the Operating Subsidiary.

(b) Fractional shares that result from the exchange shall be eliminated as follows: Any fractional share of one-half or less shall be cancelled and any fractional share of more than one-half shall be deemed to be one share.

(c) Immediately after such cancellation, exchange and conversion all shares of the Operating Subsidiary shall cease to exist.

(d) As soon as practicable after the effective date of the merger, each holder of an outstanding certificate representing shares of capital stock of the Operating Subsidiary (other than the Parent Corporation) shall surrender the same to the Parent Corporation. Until so surrendered, the outstanding shares of the Operating Subsidiary shall be treated for all corporate purposes as though said surrender, exchange and cancellation had taken place.

(e) The decisions of the Parent Corporation's certified public accountant shall be final. Past practice in determining the above values shall control, regardless of whether past practice is consistent with generally accepted accounting principles.



## ARTICLE V

### Terms and Conditions

(A) This merger shall become effective at 11:59 p.m. on December 31, 2002, or the later filing thereof with the proper authorities of the State of Florida and the Commonwealth of Pennsylvania (the "Effective Date").

(B) Upon the Effective Date and time of this merger, the separate existence of the Operating Subsidiary shall cease, and the Operating Subsidiary shall be merged with and into the Merger Subsidiary, the surviving corporation, which shall possess all of the rights, privileges, powers, franchises and licenses of a public as well as of a private nature, and shall be subject to all liabilities, restrictions, and duties of each of said corporations so merged. All or in singular, the rights, privileges, powers, franchises and licenses of each of said corporations and any and all property wheresoever located, and any and all debts due to any of said corporations on whatever account shall be deemed to be vested in the Merger Subsidiary without further act or deed. All rights of creditors and all liens upon any property of the same corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of said corporations shall attach to the Merger Subsidiary, which debts the Merger Subsidiary assumes and agrees to pay, and which may be enforced against the Merger Subsidiary to the same extent as if such debts, liabilities, obligations and duties had been initially incurred or contracted by the Merger Subsidiary.

(C) Upon the Effective Date of the merger, the assets and liabilities of the Operating Subsidiary shall be taken upon the books of the Merger Subsidiary in the amounts at which they shall at that time be carried on the books of the Operating Subsidiary as of the Effective Date.

(D) Upon the Effective Date of this merger, the capitalization of the Merger Subsidiary shall be as set forth in the Articles of Incorporation of the Merger Subsidiary.

(E) Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned by action of the Board of Directors (or General Partner as the case may be) of either the Merger Subsidiary, or the Operating Subsidiary at any time prior to the Effective Date of the merger.

## ARTICLE VI

### Directors and Officers

The directors and officers of the surviving corporation shall be the directors and officers of the Merger Subsidiary in office on the Effective Date of the merger, who shall serve until their respective successors are chosen and qualified.

## ARTICLE VII

### Expenses

The Merger Subsidiary shall bear all expenses of the merger not paid by the Operating Subsidiary prior to the Effective Date of the merger.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been duly authorized by the respective Boards of Directors of the Parent Corporation, the Operating Subsidiary, and the Merger Subsidiary, in accordance with the laws of the Commonwealth of Pennsylvania and the State of Florida, and is executed by the duly authorized officers of each entity as of the day and year first above written.

ATTEST:

Susan S. Fitzinmons  
Secretary

SNAVELY FOREST PRODUCTS, I .C.

By: J. H. C.

ATTEST:

Susan Fitzinmons  
Secretary

SNAVELY FOREST PRODUCTS COMPANY

By: J. H. C.

Susan Fitzinmons  
Secretary

SNAVELY FOREST PRODUCTS (FL) CO.

By: J. H. C.