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Division of Corporations

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MERGER OR SHARE EXCHANGE SIERRA LUMBER, INC.

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**AGREEMENT AND PLAN OF MERGER
FOR THE MERGER OF
CUTTING EDGE TOOLING, INC.
WITH AND INTO
SIERRA LUMBER, INC.**

DEC 27 A 12:18

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made as of this 20th day of December, 2018, by and between Cutting Edge Tooling, Inc., a Florida corporation ("Cutting Edge"), and Sierra Lumber, Inc., a Florida corporation ("Sierra Lumber").

WITNESSETH:

WHEREAS, Cutting Edge is a corporation duly organized and validly existing under the laws of the State of Florida and a wholly owned subsidiary of Sierra Lumber; and

WHEREAS, each of the board of directors of Cutting Edge and the board of directors of Sierra Lumber has adopted and approved the merger of Cutting Edge with and into Sierra Lumber (the "Merger"), with Sierra Lumber continuing as the surviving corporation in the Merger, upon the terms and conditions set forth in this Agreement and in accordance with the laws of the State of Florida.

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

1.1 Merger of Cutting Edge into Sierra Lumber. Cutting Edge shall be merged with and into Sierra Lumber, in accordance with the applicable laws of the State of Florida. The separate existence of Cutting Edge shall thereupon cease and Sierra Lumber shall be the surviving corporation (the "Surviving Corporation") in the Merger. The Merger shall become effective at the time of filing of the certificate of merger (the "Certificate of Merger") with the Florida Division of Corporations of the State of Florida in accordance with the General Corporation Law, as amended (the "GCL"), or at such later time which the parties shall have agreed upon and designated in such filing as the effective time of the merger (the "Effective Time").

1.2 Effect of Merger. The Merger shall have effect as of December 30, 2018 at 11:59:59 p.m.

ARTICLE II

2.1 Articles of Incorporation. At the Effective Time, the articles of incorporation of Sierra Lumber as in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation until the same shall be properly altered, amended or repealed.

2.2 Bylaws. The bylaws of Sierra Lumber as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation until the same shall be properly altered, amended or repealed.

ARTICLE III

3.1 Conversion of Shares. The manner and basis of converting the shares of stock of Cutting Edge and shares of stock of Sierra Lumber as of the Effective Time shall be as follows:

(a) all of the shares of stock of Cutting Edge issued and outstanding immediately prior to the Effective Time, which are solely owned by Sierra Lumber, shall be cancelled and extinguished and immediately following the Effective Time, the Surviving Corporation shall issue to Sierra Lumber its pro rata share of the common stock of the Surviving Corporation represented by Sierra Lumber's stock certificates representing its ownership of Sierra Lumber; and

ARTICLE IV

4.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

4.2 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

CUTTING EDGE TOOLING, INC.,
a Florida corporation

By: 

Name: Rose M. Murphy
Title: Vice President and Assistant
Corporate Secretary

SIERRA LUMBER, INC.
a Florida corporation

By: 

Name: Robert E. Lewis
Title: Senior Vice President, General
Counsel and Corporate Secretary