

267766

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MERGER OR SHARE EXCHANGE

Cox Lumber Co.

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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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Cox Lumber Co.	Florida	267766

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Cox Lumber Co. of Inverness	Florida	275317

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.

OR 05 / 01 / 06 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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 May 1, 2006

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 May 1, 2006

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)

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Cox Lumber Co.	Florida

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Cox Lumber Co. of Inverness	Florida
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into on this 1st day of May, 2006, by and between COX LUMBER CO., a Florida corporation ("Cox"), and COX LUMBER CO. OF INVERNESS, a Florida corporation ("Inverness"), together with Cox, the "Constituent Entities").

WHEREAS, the Constituent Entities desire to effect a merger whereby Inverness will merge with and into Cox pursuant to the provisions of the Florida Business Corporation Act ("FBCA");

WHEREAS, the respective Boards of Directors of Cox and Inverness have deemed it advisable and in the best interests of each corporation and their respective shareholders to merge Inverness with and into Cox pursuant to the provisions of the FBCA upon the terms and conditions hereinafter set forth;

WHEREAS the respective Boards of Directors of Cox and Inverness have, by resolution, duly adopted and approved this Agreement and directed that it be executed by the respective undersigned officers thereof and submitted for adoption and approval by the respective shareholders of Cox and Inverness; and

WHEREAS the respective shareholders of Cox and Inverness have approved the merger of Inverness with and into Cox pursuant to the provisions of the FBCA upon the terms and conditions hereinafter set forth and has adopted and approved this Agreement in accordance with the FBCA and the respective Bylaws of Cox and Inverness.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties agree that Inverness shall be merged with and into Cox and that the terms and conditions of the merger, the mode of carrying the merger into effect and certain other provisions relating thereto shall be as hereinafter set forth.

ARTICLE I.

The Merger

1.1 Surviving Corporation. Subject to the terms and provisions of this Agreement, and in accordance with the FBCA, at the Effective Time (as defined in Section 1.3 hereof), Inverness shall be merged (the "Merger") with and into Cox, and Cox shall be the surviving corporation from and after the effective time of the Merger, and which is sometimes hereinafter referred to as the "Surviving Corporation," and which shall continue its corporate existence under the laws of the FBCA. At the Effective Time, the separate existence of Inverness, which is sometimes hereinafter referred to as the "Terminating Entity," shall cease in accordance with the provisions of the FBCA.

1.2 Effect of Merger. At the Effective Time, the Merger shall have the effects provided for herein and in the relevant provisions of the FBCA.

1.3 Effective Time. The Merger shall become effective at 12:01 am Eastern Time on May 1, 2006 (the "Effective Time").

1.4 Certificate of Incorporation. The certificate of incorporation of Cox as in force and effect at the Effective Time in the State of Florida shall be the certificate of incorporation of the Surviving Corporation and said certificate of incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the FBCA.

1.5 By-laws. The by-laws of Cox as in force and effect at the Effective Time shall be the by-laws of the Surviving Corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the State of Florida.

1.6 Directors and Officers. The Directors and officers of Cox at the Effective Time shall be the members of the Board of Directors and the officers of the Surviving Corporation, all of whom shall hold their respective offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the Surviving Corporation.

1.7 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Inverness, acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purpose of this Agreement, Inverness and proper officers thereof shall be deemed to have granted hereby to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers and directors of the Surviving Corporation are hereby fully authorized in the name of Inverness, or otherwise to take any and all such action.

ARTICLE II.

Treatment of Shares of the Constituent Corporations

2.1 Common Stock of Cox. Cox has 180,000 shares of its common stock, par value \$.01 per share, outstanding, all of which are of one class and owned by Williams Bros. Lumber Company, LLC, a Delaware limited liability company ("Williams Bros")

2.2 Common Stock of Inverness. Inverness has 11,000 shares of its common stock, par value \$.01 per share, outstanding, all of which are of one class and owned by Williams Bros.

2.3 Conversion of Shares. Upon the Effective Date, all of the issued shares of Inverness, shall be converted into and become one issued share of the Surviving Corporation, and each of the issued shares of Cox shall represent an issued share of the Surviving Corporation.

ARTICLE III.**Amendment; Termination**

3.1 **Amendment.** This Agreement may be amended only by the Board of Directors of the Constituent Entities, as the case may be, by a writing executed by each of the parties hereto; **provided, however,** that there shall be no amendments which (a) alter or change any term of the certificate of incorporation of the Surviving Corporation, except for alterations or changes that could otherwise be adopted by the Board of Directors of the Surviving Corporation; or (b) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of stock of either of the Constituent Entities.

3.2 **Termination.** At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Cox or Inverness.

3.3 **Effect of Termination.** If this Agreement is terminated pursuant to Section 3.2 hereof, this Agreement shall become null and void and of no further force and effect, and all obligations of the parties hereto shall terminate and there shall be no liability or obligation of any party hereto or its representatives.

ARTICLE IV.**Miscellaneous**

4.1 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.

4.2 **Statutory Agent in Florida.** The name and address of the statutory agent in Florida upon whom any process, notice or demand against Inverness or the Surviving Corporation may be served is:

CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

4.3 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

4.4 **Waivers.** Any waiver by any party of any violation of, breach of, or default under, any provision of this Agreement, or any other agreements provided for herein, by any other party shall not be construed as, or constitute a continuing waiver of such provision, or waiver of any other violation of, breach of, or default under, any other provision of this Agreement or such other agreements.

4.5 **Severability.** In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and attested hereto by its duly authorized officers as of the day and year first above written.

COX LUMBER CO. OF INVERNESS

By: 
Name: Francis S. Blake
Title: Vice President

COX LUMBER CO.

By: 
Name: Francis S. Blake
Title: Vice President