

Document Number Only

817894

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

200002740682--4

-01/14/99--01002--006

*****70.00 *****70.00

EFFECTIVE DATE
1/14/99

Merge

Pearcy Lumber Company, Inc.

Merged into: Callman Paper Company

- ☐ Profit
☐ NonProfit
☐ Limited Liability Co.
☐ Foreign

- ☐ Amendment
☐ Dissolution/Withdrawal

☒ Merge

- ☐ Limited Partnership
☐ Reinstatement

- ☐ Annual Report
☐ Reservation

- ☐ Other UCC Filing
☐ Change of R.A.
☐ Fic. Name

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- ☐ After 4:30
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TO

JEFFREY D. BUTTERFIELD

ARTICLES OF MERGER
Merger Sheet

MERGING:

PERRY LUMBER COMPANY INC., a Florida corporation 160031

into

GILMAN PAPER COMPANY, a New Hampshire corporation 817894

File date: January 13, 1999 , effective January 14, 1999

Corporate Specialist: Annette Ramsey

~~EFFECTIVE DATE~~
1/14/99
**ARTICLES OF MERGER
OF
PERRY LUMBER COMPANY, INC.
INTO
GILMAN PAPER COMPANY**

99 JAN 13 PM 5:00
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporations, pursuant to Section 1107 of the Florida 1989 Business Corporation Act (the "FBCA") hereby execute the following Articles of Merger:

FIRST: The names of the corporations proposing to merge and the names of the states or countries under the laws of which such corporations are organized are as follows:

<u>Name of corporation</u>	<u>State/country of incorporation</u>
Perry Lumber Company, Inc.	Florida
Gilman Paper Company	New Hampshire

SECOND: The laws of the state or country under which such foreign corporation is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: The foreign corporation complies with Section 1105 of the FBCA because it is the surviving corporation of the merger; and the domestic corporation complies with the applicable provisions of Sections 1101 - 1104 of the FBCA.


FOURTH: The Agreement and Plan of Merger is attached as "Exhibit A."

FIFTH: The merger shall be effective at 9:52 A.M., eastern time on January 14, 1999.

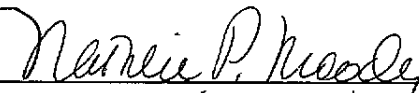
SIXTH: The Agreement and Plan of Merger was adopted by the shareholder of Perry Lumber Company, Inc., by written consent dated as of the 11th day of January, 1999, and was adopted by the shareholder of Gilman Paper Company by written consent as of the 11th day of January, 1999.

Signed this 11th day of January, 1999.

Gilman Paper Company

By: 
Name: Stephen W. Cropper
Title: Assistant Secretary

Perry Lumber Company, Inc.

By: 
Name: Natalie P. Moody
Title: Secretary

**AGREEMENT AND PLAN OF MERGER
OF
PERRY LUMBER COMPANY, INC.
INTO
GILMAN PAPER COMPANY**

AGREEMENT AND PLAN OF MERGER of Perry Lumber Company, Inc. into Gilman Paper Company, dated January 11, 1999 (this "Agreement"), among Perry Lumber Company, Inc., a Florida corporation ("Perry"), and Gilman Paper Company, a New Hampshire corporation ("GPC") and, as to Section 4 only, Perry Sawmill, LLC, a Delaware limited liability company. Perry and GPC are hereinafter sometimes referred to as the "Constituent Corporations."

The Boards of Directors of Perry and GPC deem it advisable and to the welfare and advantage of each of the Constituent Corporations and their respective stockholders and members that Perry merge under and pursuant to the Florida 1989 Business Corporation Act (the "FBCA") and the New Hampshire Business Corporation Act (the "NHBCA") with and into GPC, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being hereinafter sometimes called the "Surviving Corporation"), and have approved this Agreement and the merger contemplated hereby (the "Merger"). The Boards of Directors of Perry and GPC and the respective stockholders of Perry and GPC intend that for United States federal income tax purposes, (i) the Merger qualify as a non-recognition carryover basis transaction under either Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") or Section 332 of the Code, and (ii) this Agreement constitute either a plan of reorganization within the meaning of Section 368(a) of the Code and the Treasury regulations thereunder or a plan of liquidation of Perry which was adopted in accordance with and qualifies as a plan of liquidation under Section 332 of the Code and the Treasury regulations thereunder.

Accordingly, the parties hereto hereby agree, in accordance with the FBCA and the NHBCA that, at the Effective Time (as defined in Section 3 hereof), Perry shall merge with and into GPC with GPC as the surviving corporation, and the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the Merger into effect:

1. Name of Surviving Corporation; Articles of Incorporation; By-laws; Directors; and Officers.

1.1. Name of Surviving Corporation. The name of the Surviving Corporation after the Effective Time shall be Gilman Paper Company.

1.2. Articles of Incorporation. The Articles of Incorporation of GPC, as in effect immediately prior to the Effective Time, shall, from and after the Effective Time, be and continue to be the Articles of Incorporation of the Surviving Corporation.

1.3. By-laws. The By-laws of GPC, as in effect immediately prior to the Effective Time, shall, from and after the Effective Time, be and continue to be the By-laws of the Surviving Corporation.

1.4. Directors. The directors of GPC immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each of whom shall hold office until his respective successor is elected and shall qualify in accordance with law and the By-laws of the Surviving Corporation.

1.5. Officers. The officers of GPC immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each of whom shall hold office until his respective successor is elected and shall qualify in accordance with the By-laws of the Surviving Corporation.

2. Status of Securities of Constituent Corporations.

2.1. GPC's Common Stock. The shares of common stock, par value \$508.19 per share ("GPC Common Stock"), of GPC outstanding at the Effective Time, shall continue to remain outstanding from and after the Effective Time.

2.2. GPC's Preferred Stock. The shares of Cumulative Non-Participating Preferred Stock, par value \$100 per share ("GPC Preferred Stock"), of GPC outstanding at the Effective Time, shall continue to remain outstanding from and after the Effective Time.

2.3. Perry's Common Stock. At the Effective Time, the shares of common stock, without par value ("Perry Common Stock"), of Perry shall, by virtue of the Merger, automatically be canceled and all rights in respect thereof shall cease to exist.

2.4. Rights to Acquire GPC's Common Stock. Any rights to purchase shares of GPC Common Stock outstanding at the Effective Time, shall continue to remain outstanding from and after the Effective Time.

2.5. Rights to Acquire GPC's Preferred Stock. Any rights to purchase shares of GPC Preferred Stock outstanding at the Effective Time, shall continue to remain outstanding from and after the Effective Time.

2.6. Rights to Acquire Perry's Common Stock. At the Effective Time, any rights to purchase shares of Perry Common Stock shall, by virtue of the Merger, automatically be canceled and all rights in respect thereof shall cease to exist.

3. Approvals. This Agreement has been submitted (i) to the Board of Directors of GPC for the purpose of acting on this Agreement in accordance with the provisions of Section 11.07 of the NHBCA and (ii) to the Board of Directors of Perry for the purpose of acting on this Agreement in accordance with the provisions of Section 1107 of the FBCA. Upon such submissions, the Boards of Directors of Perry and GPC each unanimously approved the adoption of this Agreement and declared it advisable, as evidenced by a written consent. This Agreement was submitted (i) to the sole common stockholder of GPC for the purpose of acting on this Agreement in accordance with Section 11.07 of the NHBCA and (ii) to the sole stockholder of Perry for the purpose of acting on this Agreement in accordance with the provisions of section 1107 of the FBCA. The stockholder holding all of the outstanding shares of GPC Common Stock approved the adoption of this Agreement by written consent pursuant to Section 7.04 of the NHBCA. The stockholder holding all of the outstanding shares of Perry Common Stock approved the adoption of this Agreement by written consent pursuant to Section 0704 of the FBCA. Articles of merger meeting the requirements of Section 11.05 of the NHBCA shall be filed with the Secretary of State of the State of New Hampshire in accordance with Section 1.20 of the NHBCA. Articles of merger meeting the requirements of Section 1105 of the FBCA shall be filed with the Department of State of the State of Florida in accordance with Section 0120 of the FBCA. The Merger shall be effective (the "Effective Time") at 9:52 A.M., eastern time on January 14, 1999.

4. Miscellaneous.

4.1. Effects of Merger. (a) At the direction of GPC, Perry hereby transfers directly to Perry Sawmill, LLC, which is wholly-owned by GPC, in connection with the Merger, effective automatically as of the Effective Time and without further action on the part of any party, all of the assets and liabilities of Perry. Perry Sawmill, LLC hereby accepts receipt of all such assets and assumes all of such liabilities as of the Effective Time.

(b) From and after the Effective Time, the status, rights and liabilities of, and the effect of the Merger on, each of the Constituent Corporations and the Surviving Corporation shall be as provided in Section 11.06 of the NHBCA and Section 1106 of the FBCA. At any time, and from time to time, after the Effective Time, the authorized officers of Perry, or the authorized officers of the Surviving Corporation, may, in the name of Perry, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation or Perry Sawmill, LLC, as the case may be, title to and possession of all of Perry's property, rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purposes of this Agreement and the Merger.

4.2. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

Perry Lumber Company, Inc.

By: Natalie P. Masdy
Name: Natalie P. Masdy
Title: Secretary

Gilman Paper Company

By: Stephen W. Cropper
Name: Stephen W. Cropper
Title: Assistant Secretary

As to Section 4 Only,
Perry Sawmill, LLC

By: Bernard D. Bergreen
Name: Bernard D. Bergreen
Title: President