

F98000001788

Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
PARKSITE INC.**

Certificate of Status	0
Certified Copy	0
Page Count	11
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10 SEP 14 PM 1:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
RECEIVED AND FILED

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2010 SEP 14 AM 8:00
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TALLAHASSEE, FLORIDA

Merger
9/15/10
TU
9/14/2010

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Parkside Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Michelle Krofel
Contact Person

McDermott Will & Emery LLP
Firm/Company

227 W. Monroe Street, Suite 4700
Address

Chicago, IL 60606-5096
City/State and Zip Code

mkrofel@mwe.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Keely J. Stewart At (312) 984-2070
Name of Contact Person Area Code & Daytime Telephone Number

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

RECEIVED
AND
FILED
10 SEP 14 PM 1:25
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, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>Parksite Inc.</u>	<u>Illinois</u>	<u>F98000001788</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>Heyer-Metro Distributors, Inc.</u>	<u>Florida</u>	<u>H41892</u>
<u>Metro Associates, Inc.</u>	<u>Florida</u>	<u>543035</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.

OR 09 / 14 / 2010 (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 _____

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 _____

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)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
Parksite Inc.	<i>Ron C. Bartel</i>	Vice President
Heyer-Metro Distributors, Inc.	<i>Ron C. Bartel</i>	Vice President
Metro Associates, Inc.	<i>Ron C. Bartel</i>	Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of September 10, 2010 (the "Agreement"), by and among Parksite Inc., an Illinois corporation (the "Company"), Plunkett-Webster, Inc., a New York corporation ("Plunkett NY"), Plunkett-Webster Inc., N.C., a North Carolina corporation ("Plunkett NC"), Plunkett-Webster, Inc., MD., a Maryland corporation ("Plunkett MD"), Plunkett-Webster, Inc. N.J., a New Jersey corporation ("Plunkett NJ"), Eastwood Lumber Co. Inc., a New York corporation ("Eastwood"), Plunkett-Webster, Inc. CT., a Connecticut corporation ("Plunkett CT"), Plunkett-Webster Dry Kilns, Inc., a Pennsylvania corporation ("Plunkett PA"), Triangle Marketing and Sales Group, Inc., a North Carolina corporation ("Triangle"), Metro-Sloan, Inc., a New York corporation ("Metro-Sloan"), Heyer-Metro Distributors, Inc., a Florida corporation ("Heyer-Metro") and Metro Associates, Inc., a Florida corporation ("Metro Associates", and together with Plunkett NY, Plunkett NC, Plunkett MD, Plunkett NJ, Eastwood, Plunkett CT, Plunkett PA, Triangle, Metro-Sloan and Heyer-Metro, the "Subsidiaries"). The Subsidiaries and the Company are sometimes collectively referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, the respective Constituent Corporations deem it advisable that each Subsidiary merge with and into the Company and that the Company continue as the surviving corporation, upon the terms set forth herein and in accordance with the laws of the States of Illinois, New York, North Carolina, Maryland, New Jersey, Connecticut, Pennsylvania and Florida (the "Merger"), and that the shares of each Subsidiary be canceled upon consummation of the Merger as set forth herein; and

WHEREAS, the Board of Directors of the Company have, by resolutions duly approved and adopted the provisions of this Agreement, adopted the plan of merger required by the Illinois Business Corporation Act (the "IBCA"), the New York Business Corporation Law (the "NYBCL"), the North Carolina Business Corporation Act ("NCBCA"), the Maryland General Corporation Law (the "MGCL"), the New Jersey Business Corporation Act (the "NJBCA"), the Connecticut Business Corporation Act (the "CBCA"), the Pennsylvania Business Corporation Law (the "PBCL"), and the Florida Business Corporation Act (the "FBCA"), and together with the IBCA, the NYBCL, the NCBCA, the MGCL, the NJBCA, the CBCA, and the PBCL, the "Applicable Business Corporation Laws").

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Effect of the Merger; Manner and Basis of Converting and Canceling Shares

Section 1.1 In accordance with the Applicable Business Corporation Laws, at the Effective Time (as hereinafter defined), each Subsidiary shall be merged with and into the Company, the separate corporate existence of each Subsidiary (except as may be continued by operation of law) shall cease, and the Company shall continue as the surviving corporation of the Merger, all with the effects provided by applicable law. Prior to the Merger (a) the Company is the sole shareholder of Plunkett NY and Metro-Sloan, (b) Metro-Sloan is the sole shareholder of Heyer-Metro and Metro Associates, and (c) Plunkett NY is the sole shareholder of Plunkett NC, Plunkett MD, Plunkett NJ, Plunkett CT, Plunkett PA, Eastwood, and Triangle. The Company in its capacity as the surviving corporation of the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

Section 1.2 At the Effective Time, each share of Common Stock of each Subsidiary issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by any Subsidiary, the Company or any other person, be canceled and no cash or securities or other property shall be payable in respect thereof.

Section 1.3 At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of each Subsidiary; and all rights, privileges, immunities and franchises of each Subsidiary and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to each Subsidiary shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and title to any real estate, or any interest therein, vested in each Subsidiary shall not revert or be in any way impaired by reason of the Merger; and the Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of Subsidiary and any claim existing or action or proceeding pending by or against each Subsidiary may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be substituted in its place. The authority of the officers of each Subsidiary shall continue with respect to the due execution in the name of each respective corporation of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Applicable Business Corporation Laws or any contract to which any Subsidiary was a party or this Agreement.

Section 1.4 The name of the Surviving Corporation shall be "Parksite Inc."

ARTICLE 2

Effective Time

Section 2.1 Upon fulfillment or waiver of the conditions specified in Article 4 hereof, the Company shall cause Articles/Certificates of Merger to be executed and delivered for filing with the offices required by the Applicable Business Corporation Laws.

Section 2.2 The Merger shall become effective as of 11:59 p.m. on September 14, 2010 (the "Effective Time").

ARTICLE 3

Certificate of Incorporation and Bylaws; Board of Directors and Officers

Section 3.1 The Articles of Incorporation of the Company as in effect at the Effective Time shall govern the Surviving Corporation, until it shall be amended as provided by law.

Section 3.2 The Bylaws of the Company as in effect at the Effective Time, subject to alteration, amendment or repeal from time to time by the Board of Directors or the shareholders of the Surviving Corporation, shall govern the Surviving Corporation.

Section 3.3 The members of the Board of Directors and the officers of the Company holding office immediately prior to the Effective Time shall be the members of the Board of Directors and the officers (holding the same positions as they held with the Company immediately prior to the Effective Time) of the Surviving Corporation and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the Bylaws of the Surviving Corporation.

ARTICLE 4

Conditions

Section 4.1 The respective obligations of each of the Constituent Corporations to consummate the Merger under this Agreement are subject to the fulfillment of the following conditions:

(a) There shall be no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal; and

(b) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that makes illegal or otherwise prevents the consummation of the Merger shall have been issued and shall remain in effect.

ARTICLE 5

Miscellaneous

Section 5.1 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

Section 5.2 The internal law, not the law of conflicts, of the State of Illinois will govern all questions concerning the construction, validity and interpretation of this Agreement.

Section 5.3 This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and filed on September 9, 2010.

PARKSITE INC.

By: Ron C. Barthel
Name: Ron C. Barthel
Title: Vice President

PLUNKETT-WEBSTER, INC.

By: Ron C. Barthel
Name: Ron C. Barthel
Title: Vice President

PLUNKETT-WEBSTER INC., N.C.

By: Ron C. Barthel
Name: Ron C. Barthel
Title: Vice President

PLUNKETT-WEBSTER, INC., MD.

By: Ron C. Barthel
Name: Ron C. Barthel
Title: Vice President

PLUNKETT-WEBSTER, INC. N.J.

By: Ron C. Barthel
Name: Ron C. Barthel
Title: Vice President

(AGREEMENT AND PLAN OF MERGER)

EASTWOOD LUMBER CO. INC.

By: Ron C Barthel
Name: Ron C. Barthel
Title: Vice President

PLUNKETT-WEBSTER, INC. CT.

By: Ron C Barthel
Name: Ron C. Barthel
Title: Vice President

PLUNKETT-WEBSTER DRY KILNS,
INC.

By: Ron C Barthel
Name: Ron C. Barthel
Title: Vice President

TRIANGLE MARKETING AND SALES
GROUP, INC.

By: Ron C Barthel
Name: Ron C. Barthel
Title: Vice President

METRO-SLOAN, INC.

By: Ron C Barthel
Name: Ron C. Barthel
Title: Vice President

[AGREEMENT AND PLAN OF MERGER]

HEYER-METRO DISTRIBUTORS, INC.

By: Ron C. Barthel
Name: Ron C. Barthel
Title: Vice President

METRO ASSOCIATES, INC.

By: Ron C. Barthel
Name: Ron C. Barthel
Title: Vice President

{AGREEMENT AND PLAN OF MERGER}