

9/29/2017

Division of Corporations

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MERGER OR SHARE EXCHANGE  
GATOR GYPSUM, INC.

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$130.00

*Merger*

OCT 06 2017

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PLEASE HONOR ORIGINAL SUBMISSION DATE OF 9/29

**EFFECTIVE DATE**10-1-2017

**ARTICLES OF MERGER OF  
OLYMPIA BUILDING SUPPLIES, LLC,  
REDMILL, INC.  
AND FLORIDA GYPSUM SUPPLY, INC.  
WITH AND INTO  
GATOR GYPSUM, INC.**

The undersigned entities hereby adopt these Articles of Merger pursuant to Sections 605.1025 and 607.1109 of the Florida Business Corporation Act (the "Act").

1. The merging entities are Olympia Building Supplies, LLC, a limited liability company organized under the laws of the State of Florida ("Olympia"), Redmill, Inc., a corporation organized under the laws of the State of Florida ("Redmill") and Florida Gypsum Supply, Inc., a corporation organized under the laws of the State of Georgia ("Florida Gypsum Supply," and together with Olympia and Redmill, the "Merging Entities").
2. The surviving entity is Gator Gypsum, Inc., a corporation organized under the laws of the State of Florida (the "Surviving Corporation" and together with the Merging Entities, the "Constituent Entities").
3. Attached to these articles as Exhibit A and made a part hereof is a true and correct copy of the Plan and Agreement of Merger (the "Plan") for the merger of the Merging Entities with and into the Surviving Corporation (the "Merger").
4. The Plan was approved and adopted by the board of directors and shareholders of each of Redmill and Surviving Corporation, by written consent dated as of September 29, 2017, in accordance with the applicable provisions of Chapter 607 of the Act.
5. The Plan was approved and adopted by the managers and sole member of Olympia, by written consent dated as of September 29, 2017, in accordance with the applicable provisions of Sections 605.1021-605.1026 of the Act. The Plan was approved and adopted by each member of Olympia who, as a result of the Merger, will have interest holder liability under Section 605.1023(1)(b) of the Act.
6. The Plan was approved and adopted by the board of directors and shareholders of Florida Gypsum Supply, by written consent dated as of September 29, 2017, in accordance with the applicable laws of the State of Georgia.
7. The Surviving Corporation agrees to pay to any member of any of the Merging Entities with appraisal rights the amount, if any, to which such members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1072 of the Act.
8. The Merger shall become effective at 12:01 a.m. on October 1, 2017 (the "Effective Date").

[Signatures on the following page.]

\* \* \*

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IN WITNESS WHEREOF, these Articles of Merger have been executed and delivered by the officers of the Merging Entities and the Surviving Corporation as of September 29, 2017.

MERGING ENTITIES:

OLYMPIA BUILDING MATERIALS, LLC

By: Alan Adams  
Name: Alan Adams  
Title: Treasurer

REDMILL, INC.

By: Alan Adams  
Name: Alan Adams  
Title: Treasurer

FLORIDA GYPSUM SUPPLY, INC.

By: Alan Adams  
Name: Alan Adams  
Title: Treasurer

SURVIVING CORPORATION:

GATOR GYPSUM, INC.

By: Alan Adams  
Name: Alan Adams  
Title: Treasurer

\* \* \* \* \*

**EXHIBIT A**

**Plan of Merger**

[attached]

**PLAN AND AGREEMENT OF MERGER  
BY WHICH  
OLYMPIA BUILDING SUPPLIES, LLC,  
REDMILL, INC.  
AND FLORIDA GYPSUM SUPPLY, INC.  
MERGE WITH AND INTO  
GATOR GYPSUM, INC.**

**THIS PLAN AND AGREEMENT OF MERGER** (this "Plan of Merger"), is made and entered into as of September 29, 2017 by and among Olympia Building Supplies, LLC, a limited liability company organized under the laws of the State of Florida ("Olympia"), Redmill, Inc., a corporation organized under the laws of the State of Florida ("Redmill"), Florida Gypsum Supply, Inc., a corporation organized under the laws of the State of Georgia ("Florida Gypsum Supply," and together with Olympia and Redmill, the "Merging Entities") and Gator Gypsum, Inc., a corporation organized under the laws of the State of Florida (the "Surviving Corporation" and together with the Merging Entities, the "Constituent Entities").

**WHEREAS**, the managers and member of Olympia and the board of directors and shareholders of each of Redmill and Florida Gypsum Supply have determined that it is advisable and in the best interests of the Merging Entities that the Merging Entities be merged with and into the Surviving Corporation, with the Surviving Corporation as the surviving entity in the merger, upon the terms of and subject to the conditions set forth herein (the "Merger");

**WHEREAS**, the board of directors and shareholders of the Surviving Corporation have determined that the Merger is advisable and in the best interest of the Surviving Corporation; and

**WHEREAS**, the Merger shall constitute a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and this Plan of Merger and associated documents constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Plan of Merger, the parties agree as follows:

1. The names of the parties to this Plan of Merger are:
  - (a) Olympia Building Supplies, LLC, a Florida limited liability company;
  - (b) Redmill, Inc., a Florida corporation;
  - (c) Florida Gypsum Supply, Inc., a Georgia corporation; and
  - (d) Gator Gypsum, Inc., a Florida corporation.
2. The surviving entity in the merger will be Gator Gypsum, Inc., the Surviving Corporation.
3. Upon adoption of this Plan of Merger by the board of directors or managers of each of the Constituent Entities, this Plan of Merger shall be submitted to the shareholders and members of the Constituent Entities to the extent and in the manner required by applicable law. The consummation of the Merger is contingent upon receipt of all required board, shareholder and member approvals.

4. In accordance with the terms of this Plan of Merger and the applicable law of the States of Florida and Georgia, the Constituent Entities will make appropriate filings including articles of merger with the Secretary of State of the State of Florida and a certificate of merger with the Secretary of State of the State of Georgia.

5. The Merger shall be effective at 12:01 a.m. on October 1, 2017, which shall be the effective time provided for in the certificate of merger and articles of merger to be filed with respect to the Merger (the "Merger Effective Time").

6. At the Merger Effective Time, (a) the Merging Entities will merge with and into the Surviving Corporation; (b) the Surviving Corporation will continue to exist and operate under its current name; (c) the separate existence of the Merging Entities will cease; (d) the shares and membership interests of the Merging Entities will be cancelled as provided in this Plan of Merger; and (e) the Merger will otherwise have the effect provided under the applicable law of the States of Florida and Georgia.

7. The merger of each of the Merging Entities with and into the Surviving Corporation is being effected simultaneously for administrative convenience. The Constituent Entities intend that for all purposes, the Merger be treated as though the following separate mergers were effected: (1) Olympia merged with and into Redmill, with Redmill as the surviving corporation (the "Olympia/Redmill Merger"), subsequent to which (2) Redmill merged with and into Florida Gypsum Supply, with Florida Gypsum Supply as the surviving corporation (the "Redmill/Florida Gypsum Supply Merger"), subsequent to which (3) Florida Gypsum Supply merged with and into the Surviving Corporation, with the Surviving Corporation as the surviving corporation (the "Florida Gypsum Supply/Gator Gypsum Merger").

8. The manner and basis of converting shares or interests and rights to acquire shares or interests of each of the Constituent Entities is as follows:

(a) At the Merger Effective Time, (i) in connection with the Olympia/Redmill Merger, all of the issued and outstanding membership interests of Olympia, together with any the rights to acquire such interests (collectively, the "Olympia Interests"), shall, by virtue of the Merger and without any further action on the part of the holder thereof, be extinguished and cancelled; (ii) in connection with the Redmill/Florida Gypsum Supply Merger, all of the issued and outstanding shares of the common stock of Redmill, together with any rights to acquire such shares (collectively, the "Redmill Shares"), shall, by virtue of the Merger and without any further action on the part of the holder thereof, be extinguished and cancelled; and (iii) in connection with the Florida Gypsum Supply/Gator Gypsum Merger, all of the issued and outstanding shares of the common stock of Florida Gypsum Supply, together with any rights to acquire such shares (collectively, the "Florida Gypsum Supply Shares" and together with the Olympia Interests and the Redmill Shares, the "Merging Entity Shares"), shall, by virtue of the Merger and without any further action on the part of the holder thereof, be extinguished and cancelled, and 117 shares of the Surviving Corporation shall be issued to Gypsum Management and Supply, Inc., the sole shareholder of Florida Gypsum Supply, in respect of the Florida Gypsum Supply Shares.

(b) Any Merging Entity Shares and other Merging Entity capital stock, if any, held as treasury shares by the Merging Entities shall be cancelled and retired, and no consideration shall be issued or given in exchange for such shares.

(c) Each share of Surviving Corporation capital stock outstanding immediately prior to the Merger Effective Time will remain an identical outstanding share of Surviving Corporation capital

stock after the Merger Effective Time; and no shares or other securities of, or obligations convertible into shares or other securities of, the Surviving Corporation are to be issued or delivered under or pursuant to the Merger with respect to such Surviving Corporation shares.

9. The articles of incorporation of the Surviving Corporation, as in effect immediately prior to the Merger Effective Time, will continue to be the Surviving Corporation's articles of incorporation at and after the Merger Effective Time until amended in accordance with applicable law.

10. The bylaws of the Surviving Corporation, as in effect immediately prior to the Merger Effective Time, will continue to be the Surviving Corporation's bylaws at and after the Merger Effective Time until amended in accordance with such bylaws and applicable law.

11. The persons who are the directors and officers of the Surviving Corporation immediately prior to the Merger Effective Time will continue to be the Surviving Corporation's directors and officers at and after the Merger Effective Time until changed in accordance with the Surviving Corporation's bylaws and applicable law.

12. The Merger is intended to constitute a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and this Plan of Merger and associated documents is intended to constitute a "plan of reorganization" within the meaning of Treasury Regulation section 1.368-2(g).

13. This Plan of Merger may be amended prior to the Merger Effective Time upon mutual written agreement of the parties hereto and the filing of any necessary documents to reflect such amendment.

14. This Plan of Merger may be terminated and the Merger abandoned prior to the Merger Effective Time upon mutual written agreement of the parties hereto and the filing of any necessary documents to reflect such abandonment.

15. Upon the execution of this Plan of Merger and thereafter, the Merging Entities and the Surviving Corporation each agree to do such things as may be reasonably requested by the other in order to more effectively consummate or document the transactions contemplated by this Plan of Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances or any things are necessary or desirable to vest in the Surviving Corporation, in accordance with the terms of this Plan of Merger, the title of any property or rights of the Merging Entities, then the last acting officers and directors of the Merging Entities or the corresponding officers and directors of the Surviving Corporation will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, or otherwise to carry out the purposes of this Plan of Merger or the Merger.

16. Whenever the context so requires, the use of a singular number in this Plan of Merger includes the plural, the plural includes the singular, and the gender of any pronoun includes the other genders. Titles and captions of or in this Plan of Merger are inserted only as a matter of convenience or for purposes of reference and in no way affect the scope of this Plan of Merger or the intent of its provisions. The parties agree that: (a) "applicable law" means all provisions of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (b) "governmental authority" means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body, person or entity; and (c) "including" and other words or phrases of inclusion.

if any, shall not be construed as terms of limitation, so that references to "included" matters shall be regarded as non-exclusive, non-characterizing illustrations.

17. This Plan of Merger is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida.

*[Signatures on the following page.]*



IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered by the officers of the Merging Entities and the Surviving Corporation as of September 29, 2017.

MERGING ENTITIES:

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By: Alan Adams  
Name: Alan Adams  
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SURVIVING CORPORATION:

GATOR GYPSUM, INC.

By: Alan Adams  
Name: Alan Adams  
Title: Treasurer