

CAPITAL CONNECTION, LLC.

417 E. Virginia Street, Suite 100 Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 Fax (850) 222-1222

Daniels Lumber Inc

FILED
DEC 21 PM 3:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

1/1/02

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*****78.75 *****78.75

Art of Inc. File Merge

LTD Partnership File Name

Foreign Corp. File Change

L.C. File _____

Fictitious Name File _____

Trade/Service Mark _____

☒ Merger File _____

Art. of Amend. File _____

RA Resignation _____

Dissolution / Withdrawal _____

Annual Report / Reinstatement _____

☒ Cert. Copy _____

Photo Copy _____

Certificate of Good Standing _____

Certificate of Status _____

Certificate of Fictitious Name _____

Corp Record Search _____

Officer Search _____

Fictitious Search _____

Fictitious Owner Search _____

Vehicle Search _____

Driving Record ADP

UCC 1 or 3 File 12/21/01

UCC 11 Search _____

UCC 11 Retrieval _____

Courier _____

Signature _____

Requested by: WC

Name

Date 12/21

Time 11:00

Walk-In _____

Will Pick Up _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

DANIELS LUMBER, INC., a Florida corporation V36596

INTO

GREAT SOUTH TIMBER, INC. which changed its name to

GREAT SOUTH TIMBER & LUMBER, INC., a Florida entity, H34863

File date: December 21, 2001, effective January 1, 2002

Corporate Specialist: Annette Ramsey

EFFECTIVE DATE
11/1/02

FILED
01 DEC 21 PM 3:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

Pursuant to Chapter 607 of the Florida Statutes, DANIELS LUMBER, INC., a Florida corporation, and GREAT SOUTH TIMBER, INC., a Florida corporation, adopt the following Articles of Merger for the purpose of merging DANIELS LUMBER, INC. into GREAT SOUTH TIMBER, INC., the latter of which is to survive the merger:

ARTICLE I

That certain Plan and Agreement of Merger (the "Agreement") dated December 14, 2001, by and between DANIELS LUMBER, INC., a Florida corporation, and GREAT SOUTH TIMBER, INC., a Florida corporation, attached and made a part of this instrument, was duly approved by the shareholders of DANIELS LUMBER, INC. and GREAT SOUTH TIMBER, INC., pursuant to Section 607.1103, Florida Statutes, on December 17, 2001.

ARTICLE II

The Agreement was approved by all of the shareholders of DANIELS LUMBER, INC., and by all of the shareholders of GREAT SOUTH TIMBER, INC., pursuant to Section 607.1103, Florida Statutes, on December 17, 2001.

ARTICLE III

Of the 89,610 outstanding shares of the common stock, par value of \$.10 per share, of DANIELS LUMBER, INC. entitled to vote as a class on the Agreement, the holders of 89,610 (100%) of those shares have consented and authorized the Agreement by written consent to the Minutes of a meeting adopting the Agreement.

Of the 66,657 outstanding shares of the common stock, par value of \$.01 per share, of GREAT SOUTH TIMBER, INC. entitled to vote as a class on the Agreement, the holders of 66,657 (100%) of those shares have consented and authorized the Agreement by written consent to the Minutes of a meeting adopting the Agreement.

ARTICLE IV

The Articles of Incorporation of GREAT SOUTH TIMBER, INC. shall be amended as of January 1, 2002, by striking out all of the present Article I and substituting the new

Article I, which shall read as follows: "The name of this corporation shall be GREAT SOUTH TIMBER & LUMBER, INC."

These Articles of Merger shall take effect January 1, 2002.

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers.

DANIELS LUMBER, INC.

By Roland T. Stern
ROLAND T. STERN, President

(CORPORATE SEAL)

ATTEST:

By Robert P. Cook
ROBERT P. COOK, Secretary

Signed, sealed and delivered
in the presence of:

Sign Thomas E. Hawkins
Print Thomas E. Hawkins

Sign S. Russ Hannon
Print S. Russ Hannon

Witnesses as to Daniels Lumber, Inc.

GREAT SOUTH TIMBER, INC.

By Roland T. Stern
ROLAND T. STERN, President

(CORPORATE SEAL)

ATTEST:

By Robert P. Cook
ROBERT P. COOK, Secretary

Signed, sealed and delivered
in the presence of:

Sign Thomas E. Hawkins
Print Thomas E. Hawkins

Sign S. Russ Hannon
Print S. Russ Hannon

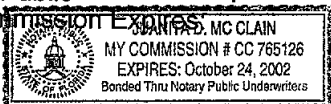
Witnesses as to Great South Timber, Inc.

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that before me, the undersigned officer, personally appeared this day, ROLAND T. STERN and ROBERT P. COOK, as President and Secretary, respectively, of DANIELS LUMBER, INC. a Florida corporation, each of whom are personally known to me or produced Personally Known as identification, and acknowledged before me that they executed the foregoing Articles of Merger for and on behalf of said corporation, by authority duly vested in them by said corporation, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 17th day of December, 2001.

(NOTARIAL SEAL)

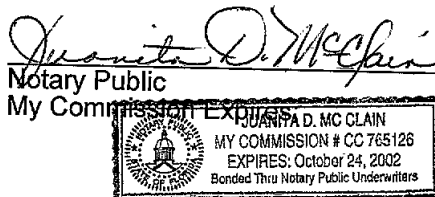
Juanita D. McClain
Notary Public
My Commission Expires October 24, 2002


STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that before me, the undersigned officer, personally appeared this day, ROLAND T. STERN and ROBERT P. COOK, as President and Secretary, respectively, of GREAT SOUTH TIMBER, INC., a Florida corporation, each of whom is personally known to me or produced Personally known as identification, and acknowledged before me that they executed the foregoing Articles of Merger for and on behalf of said corporation, by authority duly vested in them by said corporation, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 17th day of December, 2001.

(NOTARIAL SEAL)



PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER dated the 14th day of December, 2001, by and between GREAT SOUTH TIMBER, INC., a Florida corporation ("South"), and DANIELS LUMBER, INC., a Florida corporation ("Daniels "),

WITNESSETH:

WHEREAS, South is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Daniels is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, South and Daniels have agreed that they shall merge into South upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida,

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transactions described above, GREAT SOUTH TIMBER, INC. (South) and DANIELS LUMBER, INC. (Daniels), the constituent corporations to this Agreement, agree as follows:

1. Daniels and South agree that Daniels shall be merged into South, as a single corporation, upon the terms and conditions of this Agreement and that South shall continue under the laws of the State of Florida as the surviving corporation (the "surviving corporation"), and they further agree as follows:

a. The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the surviving corporation shall be as appears in the Articles of Incorporation of South as on file with the office of the Secretary of State of Florida on the date of this Agreement. The terms and provisions of the Articles of Incorporation are incorporated in this Agreement except as amended with respect to its name as provided in 1b. below. From and after the effective date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the surviving corporation, except as amended with respect to its name, as provided in 1b. below.

b. The Articles of Incorporation of South, on the effective date, shall be amended by striking out all of the present Article I and substituting the new Article I, which

shall read as follows: "The name of this corporation shall be GREAT SOUTH TIMBER & LUMBER, INC."

c. The bylaws of South in effect on the effective date shall be the bylaws of the surviving corporation until they shall be altered, amended or repealed or until new bylaws are adopted as provided in them.

d. The persons who upon the effective date of the merger shall constitute the board of directors of the surviving corporation shall be the persons constituting the board of directors of South on the effective date. If on the effective date of the merger any vacancy exists on the board of directors of the surviving corporation, that vacancy may be filled in the manner provided in the bylaws of the surviving corporation.

e. The persons who upon the effective date of the merger shall constitute the officers of the surviving corporation shall be the persons constituting the officers of South on the effective date.

2. This Agreement shall be submitted to the shareholders of Daniels and South (the "constituent corporations") for consideration at a meeting of shareholders in accordance with Section 607.1103, Florida Statutes, on December 17, 2001 (or such later date as the boards of directors of Daniels and South shall mutually approve) and, if it is adopted and approved in accordance with the laws of the State of Florida, as promptly as practicable thereafter, the fact that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of Daniels into South shall become effective as of January 1, 2002 after the filing of this Agreement and appropriate Articles of Merger with the office of the Secretary of State of Florida. The date on which the merger of Daniels into South becomes effective is called in this instrument the "effective date" of the merger.

3. When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of Daniels shall cease and Daniels shall be merged into the surviving corporation in accordance with this Agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the constituent corporations so merged, and all and singular rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the constituent corporations; and all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account as well for stock subscriptions

as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities, and duties of the constituent corporations shall then attach to the surviving corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of Daniels shall be as follows:

a. On the effective date each share of common stock, par value \$.10 per share ("Daniels stock") issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares of Daniels stock, shall be converted into and exchanged for 0.67769 share of common stock, par value \$.01 per share of the surviving corporation ("South stock").

b. No fractional shares shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole share.

c. Each issued and outstanding share of common stock, par value \$.01 per share, of South ("South stock") now held by the Shareholders of South shall be reissued for 0.58922 share of common stock, par value \$.01 per share of the surviving corporation. If the outstanding shares of Daniels stock at any time between the date of this Agreement and the effective date shall be changed or exchanged by declaration of a stock dividend, splitup, combination of shares, merger or consolidation, the number and kind of shares into which the Daniels stock is to be converted shall be appropriately and equitably adjusted. If the outstanding shares of South stock at any time between the date of this Agreement and the effective date shall be changed or exchanged by declaration of a stock dividend, splitup, combination of shares, merger or consolidation, the number and kind of shares into which the South stock is to be converted shall be appropriately and equitably adjusted.

5. As soon as practicable after the effective date, South shall issue and deliver, in accordance with this paragraph 5, to the shareholders of Daniels and South, whose

names are set forth in Schedule I of this Agreement, certificates for the number of whole shares of stock to which they shall have become entitled under this Agreement. After the effective date of the merger, each of those shareholders shall surrender their certificate or certificates previously representing Daniels stock and South stock to South, and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of South stock into which those shares of Daniels stock and South stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of the merger, represented shares of Daniels stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective shares of South stock into which they shall have been converted. Unless and until that outstanding certificate that, before the effective date of the merger, represented shares of stock shall be surrendered, no dividends payable to the holders of record of Daniels stock as of any date subsequent to the effective date of the merger shall be paid to the holder of the outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the certificate for shares of South stock into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to those shares of South stock.

6. All shares of Daniels stock for and into which shares of South stock shall have been converted and exchanged pursuant to this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of Daniels stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the South stock for and into which their shares of Daniels stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

7. Daniels and South shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida in connection with the contemplated merger.

8. Upon the effective date, the transfer books of Daniels shall be closed and no transfer of shares of Daniels stock shall be made or consummated thereafter.

9. Prior to and from and after the effective date the constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at

any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, privileges and franchises of Daniels, the officers and directors of the constituent corporation shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

10. Daniels represents and warrants to and agrees with South as follows:

a. Daniels is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and locations of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. Daniels is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the bylaws, as amended to date, of Daniels previously delivered to South are true, correct and complete copies as now in full force and effect. No provision of those instruments nor any other instrument to which Daniels is subject, prohibits, limits or otherwise affects the right, power and authority of Daniels to enter into this Agreement or to cause the consummation of the merger.

b. The authorized capitalization of Daniels consists of 100,000 shares of common stock, par value \$.10 per share, of which 89,610 shares are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by Daniels, or any commitments or agreement of a similar nature to which Daniels is a party, relating to the authorized or issued stock of Daniels, excepting that certain Stockholders' Agreement dated August 31, 1999, which South will accept the corporate obligations thereof and which Agreement the individual parties thereto have consented to be bound thereby as assumed.

c. Daniels presently has no subsidiaries.

d. The execution, delivery and performance of this Agreement has been fully and effectively authorized by the board of directors of Daniels and will be submitted to the shareholders of Daniels for approval under Section 607.1103, Florida Statutes.

e. Daniels owns good and merchantable title free and clear of any liens,

encumbrances, options, charges of assessments to all of its properties and other assets used in connection with its business.

f. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against Daniels, in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. Daniels is not in default with respect to, nor in violation of, any regulation, order or decree of any court or of any governmental agency or instrumentality.

g. All negotiations relative to this Agreement and the transactions contemplated by it have been carried on by Daniels directly with South without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this Agreement for a brokerage or similar commission.

h. Daniels has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns. Daniels is not delinquent in the payment of any taxes or duties, and Daniels has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against Daniels. Daniels will file its income tax return for the year 2001 and pay such taxes and all other taxes due by it.

11. South represents and warrants to and agrees with Daniels as follows:

a. South is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power to carry on its business as it is now being conducted.

b. South is not, and by the execution and performance of this Agreement will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, contract or agreement to which it is a party or to which it may be subject, or under any provision of its certificate of incorporation or bylaws, except for possible defaults that individually or in the aggregate would not have any material adverse effect on the business of South.

c. The execution, delivery and performance of this Agreement by South have been fully and effectively authorized by the board of directors of South.

d. The shares of South stock to be issued and delivered pursuant to this

Agreement have been duly authorized for issuance by the board of directors of South and when so issued will be validly issued and outstanding, fully paid and nonassessable.

e. The negotiations relative to this Agreement and the transactions contemplated by it have been carried on by South directly with Daniels without the intervention of any person in a manner that gives rise to any valid claim against any of the parties for a brokerage or similar commission.

12. South shall pay all expenses incurred in connection with the transactions contemplated by this Agreement.

13. This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

14. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid:

a. if to Daniels, to Roland T. Stern, P. O. Box 2249, Lake City, Florida 32056-2249; and Robert P. Cook, P. O. Box 2249, Lake City, Florida 32056-2249.

b. if to South, to Roland T. Stern, P. O. Box 2249, Lake City, Florida 32056-2249; and Robert P. Cook, P. O. Box 2249, Lake City, Florida 32056-2249.

15. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon Daniels and South, and their respective successors and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

16. This Agreement may be executed in two 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, the duly authorized officers of the constituent corporations, Daniels and South, acting through their duly authorized officers, all parties to this Agreement, this 14th day of December, 2001, have signed this Plan and Agreement of Merger.

DANIELS LUMBER, INC.

By Roland T. Stern
ROLAND T. STERN, President

(CORPORATE SEAL)

ATTEST:
By Robert P. Cook
ROBERT P. COOK, Secretary

Signed, sealed and delivered
in the presence of:

Sign [Signature]
Print Thomas E. Harkins

Sign [Signature]
Print S. Russ Harmon

Witnesses as to Daniels Lumber, Inc.

GREAT SOUTH TIMBER, INC.

By [Signature]
ROLAND T. STERN, President

ATTEST:

By [Signature]
ROBERT P. COOK, Secretary

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Sign [Signature]
Print Thomas E. Harkins

Sign [Signature]
Print S. Russ Harmon

Witnesses as to Great South Timber, Inc.

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that before me, the undersigned officer, personally appeared this day, ROLAND T. STERN and ROBERT P. COOK, as President and Secretary, respectively, of DANIELS LUMBER, INC., a Florida corporation, each of whom are personally known to me or produced Personally Known as identification, and acknowledged before me that they executed the foregoing Plan and Agreement of Merger for and on behalf of said corporation, by authority duly vested in them by said corporation, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 17th day of December, 2001.

[Signature]
Notary Public
My Commission Expires:

(NOTARIAL SEAL)

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that before me, the undersigned officer, personally appeared this day, ROLAND T. STERN and ROBERT P. COOK, as President and Secretary, respectively, of GREAT SOUTH TIMBER, INC., a Florida corporation, each of whom is personally known to me or produced Personally Known as identification, and acknowledged before me that they executed the foregoing Plan and Agreement of Merger for and on behalf of said corporation, by authority duly vested in them by said corporation, for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 17th day of December, 2001.

[Signature]
Notary Public
My Commission Expires:

(NOTARIAL SEAL)

SCHEDULE I

List of Stockholders of Daniels Lumber, Inc., a Florida corporation

William K. Cook, Trustee of William K. Cook Trust	23,949 shares
Roland T. Stern	17,962 shares
James M. Coleman	20,654 shares
Frank D. Gillmore	8,022 shares
Robert P. Cook	17,951 shares
Thomas E. Hawkins	536 shares
Roland Bales	536 shares

List of Stockholders of Great South Timber, Inc.

William K. Cook, Trustee of William K. Cook Trust	20,000 shares
Roland T. Stern	19,850 shares
James M. Coleman	4,623 shares
Frank D. Gillmore	7,857 shares
Robert P. Cook	13,827 shares
Thomas Hawkins	500 shares

List of Stockholders of Great South Timber & Lumber, Inc. in accordance with Plan and Agreement of Merger

William K. Cook, Trustee of William K. Cook Trust	28,013 shares
Roland T. Stern	23,868 shares
James M. Coleman	16,720 shares
Frank D. Gillmore	10,066 shares
Robert P. Cook	20,312 shares
Thomas Hawkins	658 shares
Roland Bales	363 shares