

518052

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Florida Department of State

Division of Corporations

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MERGER OR SHARE EXCHANGE

Booker & Company, Inc.

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Ps 11/30/04  
Merger

# ARTICLES OF MERGER

(Profit Corporations)

04 NOV 29 PM 4:55

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

Name	Jurisdiction	Document Number (If known/ applicable)	EFFECTIVE DATE
Booker & Company, Inc.	Florida	J18052	11-30-04

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Millwork Sales of Orlando, Inc.	Florida	P98000095987

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 11 / 30 / 2004 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 November 22, 2004 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 November 22, 2004 and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Booker &amp; Company, Inc.

Donald B. Young

Donald B. Young  
Vice President

**Millwork Sales of Orlando, Inc.**

Donald B. Gray

**Donald B. Young**  
Vice President

**PLAN OF MERGER**  
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

NameJurisdictionBooker & Company, Inc.Florida

The name and jurisdiction of each subsidiary corporation:

NameJurisdictionMillwork Sales of Orlando, Inc.Florida

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent 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, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Plan of Merger attached hereto as Exhibit A.

(Attach additional sheets if necessary)

Exhibit A

**PLAN OF MERGER  
MERGING  
MILLWORK SALES OF ORLANDO, INC.  
WITH AND INTO  
BOOKER & COMPANY, INC.**

THIS PLAN OF MERGER (this "*Agreement*"), is entered into as of the 30<sup>th</sup> day of November, 2004, by and between Millwork Sales of Orlando, Inc., a Florida corporation ("*MSO*"), and Booker & Company, Inc., a Florida corporation ("*Booker*" or the "*Surviving Corporation*").

**RECITALS**

1. MSO has authorized capital stock consisting of 10,000 shares, of which 1,000 shares are outstanding.
2. Booker is the sole shareholder of all 1,000 shares of MSO's aforementioned outstanding capital stock.
3. The laws of the state of Florida permit a merger between MSO and Booker.
4. The Boards of Directors of each of Booker and MSO have determined that it is advisable and in the best interests of each of Booker and MSO and their respective shareholders that MSO be merged with and into Booker on the terms and conditions set forth herein, and have adopted and approved the terms and conditions of this Agreement.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained and intending to be legally bound hereby, do hereby agree as follows:

**SECTION 1. MERGER.**

1.1 On November 30, 2004, or such other date as the parties mutually agree (the "*Effective Date*"), MSO shall be merged with and into Booker, and Booker shall continue in existence and the merger shall in all respects have the effect provided for in the Florida Business Corporation Act (the "*FBCA*").

1.2 Without limiting the foregoing, on and after the Effective Date, the separate existence of MSO shall cease, the title to all real estate and other property owned by MSO and Booker shall be vested in the Surviving Corporation without reversion or impairment, and the Surviving Corporation shall have all liabilities of each of MSO and Booker.

1.3 Prior to, on and after the Effective Date, each of MSO and Booker shall take all such action as shall be necessary or appropriate in order to effectuate the merger, including without limitation filing and recording Articles of Merger incorporating the terms of this Agreement in accordance with the FBCA. Booker, as the sole shareholder of MSO, hereby approves of the merger and the adoption of this Agreement and hereby waives any rights to notice, waiting periods or similar rights in connection with the transactions contemplated hereby. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in the Surviving Corporation title to any property or rights of MSO or to carry out the purposes of this Agreement, the last acting officers of MSO, or the officers of the Surviving Corporation,

are authorized to and shall execute, deliver, file and record any and all instruments and documents, and make all such proper assignments and assurances and take all actions, that are necessary or convenient to vest title in such property or rights in the Surviving Corporation, and to otherwise to carry out the purposes of this Agreement.

**SECTION 2. TERMS OF TRANSACTION.** Upon the Effective Date, each share of MSO capital stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be canceled, and no consideration shall be paid with respect thereto.

**SECTION 3. DIRECTORS AND OFFICERS.** The persons who are directors and officers of Booker immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

**SECTION 4. ARTICLES OF INCORPORATION AND BYLAWS.**

4.1 From and after the Effective Date, the Articles of Incorporation of Booker, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2 From and after the Effective Date, the bylaws of Booker, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

**SECTION 5. MISCELLANEOUS.**

5.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of the such counterparts together shall constitute one and the same instrument. Any photographic copy or facsimile of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

5.2 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and cancels and supersedes any and all agreements, contracts and understandings of any nature heretofore existing between the parties or any of their present or former officers, employees or other representatives with respect to said subject matter. There are no representations, warranties, covenants or undertakings between the parties with respect to said subject matter other than those expressly set forth herein.

5.3 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MILLWORK SALES  
OF ORLANDO, INC.

BOOKER & COMPANY, INC.

By: *D. B. Young*  
Donald B. Young  
Vice President

By: *Donald B. Young*  
Donald B. Young  
Vice President