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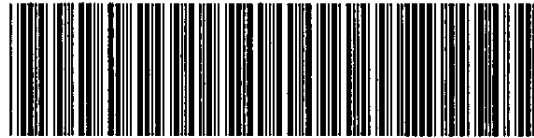
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TALLAHASSEE FLORIDA

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12/28/06



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 29, 2006

TIMOTHY L. SMITH, ESQ.
GUTTENMACHER, BOHATCH & BARINAGA-BURCH
7301 SW 57TH COURT, SUITE 560
SOUTH MIAMI, FL 33143

SUBJECT: MANLEY-DEBOER LUMBER COMPANY
Ref. Number: P96000058041

We have received your document for MANLEY-DEBOER LUMBER COMPANY and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective date must be specific and cannot be prior to the date of filing.

The effective date cannot be prior to 12/28/06, the date the received by this office.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6984.

Deborah Bruce
Document Specialist

Letter Number: 406A00073085

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TALLAHASSEE FLORIDA

GUTTENMACHER, BOHATCH & BARINAGA-BURCH, P.A.

ATTORNEYS AT LAW

SAIDY M. BARINAGA-BURCH*
JOHN S. BOHATCH*
EDWARD P. GUTTENMACHER
TIMOTHY L. SMITH**

PRACTICE LIMITED TO
PROBATE, ESTATE PLANNING,
BUSINESS PLANNING & TAXATION

*L.L.M. ESTATE PLANNING
**L.L.M. TAXATION

7301 SOUTHWEST 57TH COURT
SUITE 560
SOUTH MIAMI, FLORIDA 33143

TELEPHONE (305) 666-1040
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E-MAIL Law@GBTaxLaw.com

KEY WEST OFFICE
GULFVIEW POINTE
2647 GULFVIEW DRIVE
KEY WEST, FLORIDA 33040

TELEPHONE (305) 294-1521
TELEFAX (305) 292-4016

PLEASE REPLY TO:
SOUTH MIAMI

December 27, 2006

VIA REGULAR MAIL

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

RE: Merger Documents for Manley-deBoer Lumber Company into Manley-deBoer Lumber Company, LLC

Dear Division of Corporations:

Enclosed please find the Articles of Merger for Manley-deBoer Lumber Company into Manley-deBoer Lumber Company, LLC.

Manley-deBoer Lumber Company (document number P96000058041) is merging into Manley-deBoer Lumber Company, LLC, (document number L06000110328). All formalities and prerequisites under Chapter 607 of Florida law have been met.

Please feel free to contact me if you have any questions.

Sincerely,



Timothy L. Smith, Esquire

TLS/
Enclosures

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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF
MANLEY-DEBOER LUMBER COMPANY, LLC AND
MANLEY-DEBOER LUMBER COMPANY, INC.**

The undersigned, being the Managing Member of **MANLEY-DEBOER LUMBER COMPANY, LLC**, a Florida limited liability company (the "Surviving Company"), and the President of **MANLEY-DEBOER LUMBER COMPANY, INC.**, a Florida corporation, the company being merged (the "Merging Company"), for the purpose of merging the aforesaid companies, hereby certify:

1. The exact name, street address of its principal office, jurisdiction, and entity type of the Merging Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
MANLEY-DEBOER LUMBER COMPANY, INC. 1109 Eaton Street Key West, FL 33040	Florida	S Corporation

P96000058041

2. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
MANLEY-DEBOER LUMBER COMPANY, LLC 1109 Eaton Street Key West, FL 33040	Florida	LLC

L060000110328

3. These Articles of Merger are being filed pursuant to a Plan of Merger (the "Plan"), which is attached hereto and made a part hereof;
4. That all of the assets of the Merging Company were assigned transferring the assets of the Merging Company to the Surviving Company;
5. The Articles of Organization of the Surviving Company were filed with the Department of State, Divisions of Corporations in the State of Florida on November 14, 2006;
6. The Articles of Incorporation of the Merging Company were filed with the Department of State, Divisions of Corporations in the State of Florida on July 10, 1996; and
7. The attached Plan meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was duly approved by the

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TALLAHASSEE FLORIDA

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members and shareholders of each constituent company respectively, in compliance with Chapter(s) 607, 617, 608, and/or 620 of the Florida Statutes.

8. These Articles of Merger may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) agreement.
9. The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.
10. The merger shall become effective as of November 30, 2006.
11. The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger effective November 30, 2006.

MANLEY-DEBOER LUMBER COMPANY, LLC, the Surviving Company


RICHARD MANLEY, Manager

MANLEY-DEBOER LUMBER COMPANY, INC., the Merging Company


RICHARD MANLEY, President

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TALLAHASSEE FLORIDA

PLAN AND AGREEMENT OF REORGANIZATION
By Merger of
MANLEY-DEBOER LUMBER COMPANY, INC.
With and Into
MANLEY-DEBOER LUMBER COMPANY, LLC
As the Surviving Company

This Plan and Agreement of Reorganization by Merger (hereinafter referred to as the "Agreement") is effective on December 28, 2006 by and between **MANLEY-DEBOER LUMBER COMPANY, INC.**, a Florida corporation (hereinafter referred to as the "Merging Company"), and **MANLEY-DEBOER LUMBER COMPANY, LLC**, a limited liability company organized and validly existing under the laws of the State of Florida (hereinafter referred to as the "Surviving Company"). The Merging and Surviving Companies are sometimes referred to in this Agreement as the "Constituent Companies."

This plan of reorganization shall be a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, as amended.

WITNESSETH

WHEREAS, the principal and registered office of the Surviving Company is 1109 Eaton Street, Key West, Florida 33040, and is duly recorded since November 14, 2006; its Registered Agent is Richard Manley, 1109 Eaton Street, Key West, Florida, 33040; and

WHEREAS, the principal and registered office of the Merging Company is 1109 Eaton Street, Key West, Florida, 33040, and is duly recorded since July 10, 1996; its Registered Agent is Richard Manley; and

WHEREAS, the aggregate number of shares that the Merging Company is authorized to issue is one thousand (1,000) common shares at \$1.00 par value, of which two hundred (200) shares are issued and outstanding and are owned legally and beneficially by **RICHARD MANLEY, ERIK DEBOER** and **CAROL WIGHTMAN**; and

WHEREAS, the Directors, shareholders and members of the Constituent Companies deem it advisable and to the advantage of the Companies and the shareholders and members of both companies that the Merging Company be merged into the Surviving Company on the terms and conditions provided in this Agreement, and in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Companies have agreed and do hereby agree to merge in accordance with the applicable provisions of the laws of the State of Florida on the terms and conditions stated below.

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SECRETARY
TREASURY
FLORIDA

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ARTICLE 1
PLAN OF MERGER

Plan Adopted

1.1. A plan of merger of **INTER-OCEAN HOLDINGS, INC.** and **INTER-OCEAN HOLDINGS, LLC**, is adopted as follows:

1.1.1. **INTER-OCEAN HOLDINGS, INC.** shall be merged to **INTER-OCEAN HOLDINGS, LLC**, to exist and be governed by the laws of the State of Florida.

1.1.2. The name of the Surviving Company shall be **INTER-OCEAN HOLDINGS, LLC**.

1.1.3. When this agreement shall become effective, the separate corporate existence of **INTER-OCEAN HOLDINGS, INC.** shall cease (except as otherwise provided for specific purposes as provided by the laws of the State of Florida), and the Surviving Company shall succeed, without other transfer, to all the rights, ~~privileges~~ powers, franchises, patents, trademarks, licenses, registrations and property, both of a public and private nature, whether real, personal or mixed, of **INTER-OCEAN HOLDINGS, INC.** and shall be subject to all the restrictions, disabilities, duties, debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each Constituent Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the conversion.

1.1.4. The Surviving Company will carry on business with the assets of **INTER-OCEAN HOLDINGS, INC.**, as well as with the assets of **INTER-OCEAN HOLDINGS, LLC**.

1.1.5. The shareholders of **INTER-OCEAN HOLDINGS, INC.** will surrender all of their shares in the manner hereinafter set forth.

1.1.6. The Articles of Organization of **INTER-OCEAN HOLDINGS, LLC**, as existing on the effective date of the merger, shall continue in full force and effect as the Articles of Organization of the Surviving Company until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.2. The effective date of the merger (hereinafter referred to as the "Effective Date") shall be December 28, 2006.

of the State of Florida and that fact has been certified by the Secretary or Assistant of each of the Companies and when the Articles of Merger are filed with the State of Florida.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF CONSTITUENT COMPANIES

Nonsurvivor

2.1. As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, **MANLEY-DEBOER LUMBER COMPANY, INC.** represents and warrants to the Surviving Company as follows:

2.1.1. **MANLEY-DEBOER LUMBER COMPANY, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. **MANLEY-DEBOER LUMBER COMPANY, INC.** is qualified to transact business as a corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

2.1.2. **MANLEY-DEBOER LUMBER COMPANY, INC.** has authorized capitalization of one thousand dollars (\$2,000.00), consisting of one thousand (1,000) shares of common stock, each of one dollar (\$1.00) par value, of which two hundred (200) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

2.1.3. All required tax returns of **MANLEY-DEBOER LUMBER COMPANY, INC.**, if any, have been accurately prepared and duly and timely filed, and all taxes required to be paid with respect to the periods covered by the returns have been paid. **MANLEY-DEBOER LUMBER COMPANY, INC.** has not been delinquent in the payment of any tax or assessment.

Survivor

2.2. As a material inducement to **MANLEY-DEBOER LUMBER COMPANY, INC.** to execute this Agreement and perform its obligations under this Agreement, **MANLEY-DEBOER LUMBER COMPANY, LLC** represents and warrants to **MANLEY-DEBOER LUMBER COMPANY, INC.** as follows:

2.2.1. **MANLEY-DEBOER LUMBER COMPANY, LLC** is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted.

2.2.2. **MANLEY-DEBOER LUMBER COMPANY, LLC** has Membership Units. As of the date of this Agreement, 100 Membership Units are validly issued and outstanding, fully paid, and nonassessable.

Securities Law

2.3. The Constituent Companies will mutually arrange for and manage all necessary procedures under the requirements of any and all applicable securities laws and the related supervisory commissions, if any, to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3

COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.1. Except as limited by this Paragraph 3.1., pending consummation of the merger, each of the Constituent Companies will carry on their businesses in substantially the same manner as before and will use their best efforts to maintain their business organization intact, to retain their present employees, if any, and to maintain their relationships with suppliers and other business contacts, if any. Except with the prior consent of **MANLEY-DEBOER LUMBER COMPANY, LLC**, pending consummation of the merger, **MANLEY-DEBOER LUMBER COMPANY, INC.** shall not:

3.1.1. Declare or pay any dividend or make any other distribution on its shares.

3.1.2. Create or issue any indebtedness for borrowed money.

3.1.3. Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholder

3.2. This Agreement shall be submitted to the shareholders of **MANLEY-DEBOER LUMBER COMPANY, INC.** for approval in the manner provided by the laws of the State of Florida. This Agreement shall also be submitted to the Members of **MANLEY-DEBOER LUMBER COMPANY, LLC** for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to obligations of MANLEY-DEBOER LUMBER COMPANY, INC.

3.3. Except as may be expressly waived in writing by **MANLEY-DEBOER LUMBER COMPANY, INC.**, all of the obligations of **MANLEY-DEBOER LUMBER COMPANY, INC.**

under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **MANLEY-DEBOER LUMBER COMPANY, LLC**:

3.3.1. The representations and warranties made by **MANLEY-DEBOER LUMBER COMPANY, LLC**, to **MANLEY-DEBOER LUMBER COMPANY, INC.** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **MANLEY-DEBOER LUMBER COMPANY, LLC** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **MANLEY-DEBOER LUMBER COMPANY, INC.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **MANLEY-DEBOER LUMBER COMPANY, INC.**

3.3.2. **MANLEY-DEBOER LUMBER COMPANY, LLC** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

3.3.3. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

Conditions Precedent to Obligations of MANLEY-DEBOER LUMBER COMPANY, LLC

3.4. Except as may be expressly waived in writing by **MANLEY-DEBOER LUMBER COMPANY, LLC**, all of the obligations of **MANLEY-DEBOER LUMBER COMPANY, LLC** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **MANLEY-DEBOER LUMBER COMPANY, INC.**:

3.4.1. The representations and warranties made by **MANLEY-DEBOER LUMBER COMPANY, INC.** to **MANLEY-DEBOER LUMBER COMPANY, LLC** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **MANLEY-DEBOER LUMBER COMPANY, INC.** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **MANLEY-DEBOER LUMBER COMPANY, LLC** and shall either correct the error, misstatement, or omission or obtain a written waiver from **MANLEY-DEBOER LUMBER COMPANY, LLC**.

3.4.2. **MANLEY-DEBOER LUMBER COMPANY, INC.** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

3.4.3. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4

MANNER OF CONVERTING SHARES

Manner

4.1. The holder of shares of **MANLEY-DEBOER LUMBER COMPANY, INC.** shall surrender all of its shares to the Manager of the Surviving Company promptly after the Effective Date. The surrendered shares shall be canceled and extinguished and in exchange the shareholders of the Merging Company shall have the right to receive Membership Units in the Surviving Company equal in proportion to the shares they held in the Merging Company.

Shares of Survivor

4.2. The currently outstanding Membership Units of **MANLEY-DEBOER LUMBER COMPANY, LLC** shall remain outstanding.

ARTICLE 5

DIRECTORS AND OFFICERS

Manager and Officers of Survivor

5.1. The present Manager of **MANLEY-DEBOER LUMBER COMPANY, LLC** is **RICHARD MANLEY**.

5.1.1. The present Manager shall continue to serve as the Manager of the Surviving Company until the next annual meeting or until successors have been elected.

5.1.2. If a vacancy shall exist in the Management of the Surviving Company on the Effective Date of the merger, the vacancy may be filled by the Members as provided by the Operating Agreement of the Surviving Company.

ARTICLE 6

OPERATING AGREEMENT

Operating Agreement of Survivor

6.1. The Operating Agreement of **MANLEY-DEBOER LUMBER COMPANY, LLC**, as existing on the Effective Date of the merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

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ARTICLE 7
NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION,
AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

7.1. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of **MANLEY-DEBOER LUMBER COMPANY, INC., MANLEY-DEBOER LUMBER COMPANY, LLC**, or the stockholder or members pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under the Agreement. The covenants, representations, and warranties of the parties and the stockholders and members shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the Constituent Companies or the stockholders or members shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.2. **MANLEY-DEBOER LUMBER COMPANY, INC.** agrees that on or prior to the Effective Date it shall obtain from the stockholder an agreement under which the stockholders shall indemnify and hold harmless **MANLEY-DEBOER LUMBER COMPANY, LLC** against and in respect of all damages (as defined in this paragraph) in excess of \$5,000.00 in the aggregate. Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to **MANLEY-DEBOER LUMBER COMPANY, LLC** from (i) any inaccurate representation made by or on behalf of **MANLEY-DEBOER LUMBER COMPANY, INC.** or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **MANLEY-DEBOER LUMBER COMPANY, INC.** or the stockholders, in or pursuant this Agreement; (iii) breach or default in the performance by **MANLEY-DEBOER LUMBER COMPANY, INC.** of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the stockholders of any of the obligations to be performed by them under any agreement delivered by them to **MANLEY-DEBOER LUMBER COMPANY, LLC** pursuant to this Agreement. The stockholders shall reimburse **MANLEY-DEBOER LUMBER COMPANY, LLC** on demand for any payment made or for any loss suffered by **MANLEY-DEBOER LUMBER COMPANY, LLC** at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to **MANLEY-DEBOER LUMBER COMPANY, LLC** by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against **MANLEY-DEBOER LUMBER COMPANY, LLC** for which **MANLEY-DEBOER LUMBER COMPANY, LLC** claims indemnity against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by **MANLEY-DEBOER LUMBER COMPANY, LLC**, which approval shall not be unreasonably withheld; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is

given to the stockholders; and (iii) counsel for **MANLEY-DEBOER LUMBER COMPANY, LLC** may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of **MANLEY-DEBOER LUMBER COMPANY, LLC**.

ARTICLE 8 **TERMINATION**

Circumstances

8.1. This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date, notwithstanding the approval of the shareholders of the Constituent Companies:

8.1.1. By mutual consent of the Board of Directors of the Constituent Companies.

8.1.2. At the election of the Board of Directors of either Constituent Company if:

8.1.2.1. The number of shareholders of either Constituent Company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

8.1.2.2. Any material litigation or proceeding shall be instituted or threatened against either Constituent Company, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

8.1.2.3. Any legislation shall be enacted that in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

8.1.2.4. Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either Constituent Company.

Notice of and Liability on Termination

8.2. If an election is made to terminate this Agreement and abandon the merger:

8.2.1. The President or Operating Manager of either Constituent Company whose Board of Director has made the election shall give immediate written notice of the election to the other Constituent Company.

8.2.2. On the giving of notice as provided in Subparagraph (a) of this Paragraph 8.2., this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be

no liability on the part of either Constituent Company as a result of the termination and abandonment.

ARTICLE 9
INTERPRETATION AND ENFORCEMENT

Further Assurances

9.1. **MANLEY-DEBOER LUMBER COMPANY, INC.** agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. **MANLEY-DEBOER LUMBER COMPANY, INC.** further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.2. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the postal service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

9.2.1. In the case of **MANLEY-DEBOER LUMBER COMPANY, INC.** to:

RICHARD MANLEY
President, **MANLEY-DEBOER LUMBER COMPANY INC.**
1109 Eaton Street
Key West, FL 33040

or to such other person or address as **MANLEY-DEBOER LUMBER COMPANY, INC.** may from time to time request in writing.

9.2.2. In the case of **MANLEY-DEBOER LUMBER COMPANY, LLC**, to:

RICHARD MANLEY
1109 Eaton Street
Key West, FL 33040

or to such other person or address as **MANLEY-DEBOER LUMBER COMPANY, LLC** may from time to time request in writing.

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Entire Agreement; Counterparts

9.3. This Agreement and the exhibits to this Agreement contain the entire agreement between the Constituent Companies with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

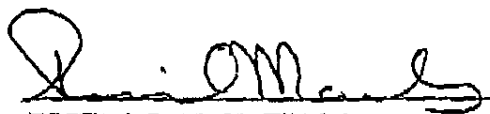
9.4. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was effective November 30, 2006.

MANLEY-DEBOER LUMBER COMPANY, INC., a Florida Corporation

 President
RICHARD MANLEY, PRESIDENT

MANLEY-DEBOER LUMBER COMPANY, LLC, a Florida Limited Liability Company

 Mgr
RICHARD MANLEY, Manager

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