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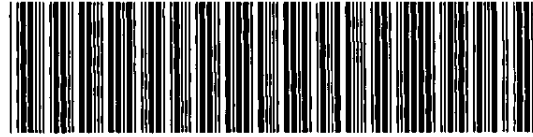
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger  
Theris  
1-6-11

File 2nd

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: Michael J Larcher Lumber Co., 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:

Wynelle D Burrell  
Contact Person

Michael J Larcher Lumber Co., Inc  
Firm/Company

2014 E. Adams St  
Address

Jacksonville, FL 32202  
City/State and Zip Code

Wburrell@MSLANAHANLumber.Com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Wynelle D Burrell At ( 770 ) 531-2498  
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

*Michael J. Lanahan Lumber Company, Inc.*

*Lumber ★ Building Material ★ Millwork*

2014 East Adams St. ★ P.O. Box 1679  
Jacksonville, Florida 32201

Phone (904) 356-0721

Fax (904) 356-0566

January 4, 2011

Thelma Lewis  
Amendment Section  
Division of Corporations  
PO Box 6327  
Tallahassee, FL 32314

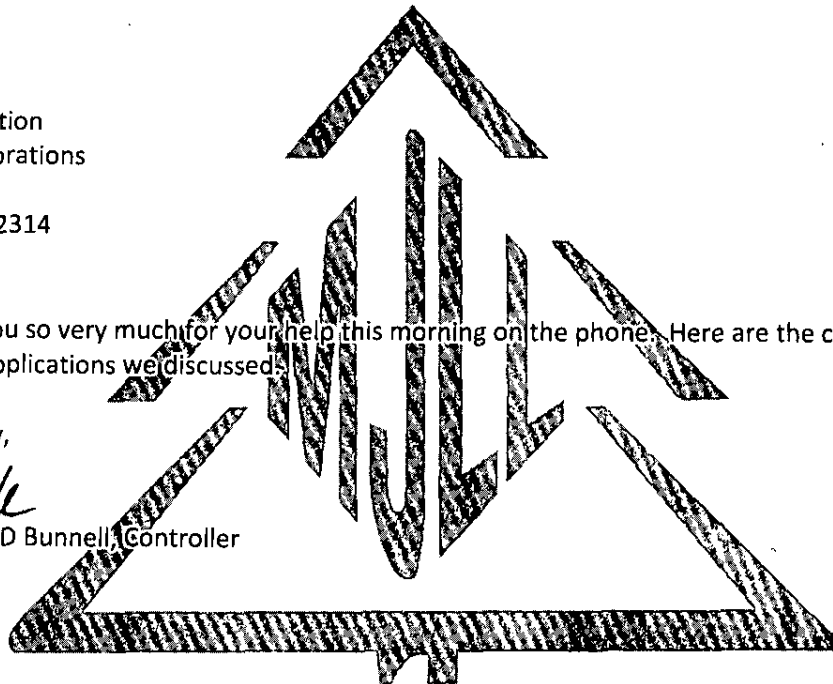
Thelma,

Thank you so very much for your help this morning on the phone. Here are the checks and reinstatement applications we discussed.

Sincerely,



Wonnelle D Bunnell, Controller



## ARTICLES OF MERGER

**THESE ARTICLES OF MERGER** are submitted to merge the following Florida profit corporations in accordance with Florida Statutes §607.1101:

1.0 Parties. The exact name, entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Lee Manufacturing Company, Inc. (hereinafter referred to as "LMC")	Florida	Corporation
Michael J. Lanahan Lumber Co., Inc. (hereinafter referred to as "MJLLC")	Florida	Corporation

2.0 Surviving Entity. The surviving entity shall be Michael J. Lanahan Lumber Co., Inc., a Florida Corporation (hereinafter referred to as "MJLLC").

3.0 Approval. The attached Plan and Agreement of Merger was approved by LMC and MJLLC in accordance with the applicable provisions of Chapter 607 of the Florida Statutes. These Articles of Merger were unanimously approved by the directors and shareholders of LMC and MJLLC the same day and immediately prior to the execution of these Articles and they Plan and Agreement of Merger.

4.0 Effective Date. For federal income tax purposes and for state law purposes the Merger shall be effective upon filing the Articles of Merger.

5.0 Articles of Incorporation. The Articles of Incorporation of MJLLC shall be the Articles of Incorporation of the surviving entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof. Such Articles of Incorporation shall constitute the Articles of Incorporation of MJLLC separate and apart from these Articles of Merger and may be separately certified as the Articles of Incorporation of MJLLC.

6.0 Further Assurance of Title. If at any time MJLLC shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to MJLLC any right,

title, or interest of LMC held immediately prior to the Effective Date, the former directors, officers and shareholders of LMC shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in MJLLC as shall be necessary to carry out the purposes of these Articles of Merger, and LMC hereby authorizes MJLLC and its Officers, as directed by its Board of Directors, to take any and all such action in the name of MJLLC or otherwise. MJLLC shall pay all costs and expenses incurred with regard to such matters.

7.0 Exchange of Existing Interests. As of the Effective Date and immediately prior to the merger, LMC has One Hundred (100) issued and outstanding shares of stock of a single class. LMC does not have any other issued and outstanding stock of any class or kind. Upon the Effective Date, all of the issued and outstanding shares of stock of LMC shall be retired and canceled and one (1) fully paid and non-assessable share of the outstanding common stock of MJLLC shall be issued to each stockholder of LMC in exchange for each share of common stock of LMC owned by the stockholder.

8.0 Conversion of Outstanding Interests. Upon the Effective Date of the merger, each of the issued and shares of stock of LMC and all rights in respect thereof shall be converted into one fully paid and non-assessable share of the outstanding common stock of MJLLC as provided above, with all rights and interests provided therein. Each certificate, statement or other instrument nominally representing ownership of shares of stock of LMC shall for all purposes be deemed to evidence the ownership of one share of MJLLC. The holders of such certificates, statements or other instruments shall not be required immediately to surrender the same in exchange for shares of MJLLC but, as certificates, statements or other instruments nominally representing shares of LMC, MJLLC will cause to be issued therefor certificates for the appropriate number of shares of the outstanding common stock of MJLLC.

9.0 Book Entries and Taxes. LMC and MJLLC will treat the merger of LMC into MJLLC as a tax free statutory merger as provided in §368(a)(1)(A). The Employer Identification Number (EIN) of MJLLC shall be the EIN of the surviving entity. As of the Effective Date, for federal income tax purposes, the assets and liabilities of LMC shall be recorded on the books of MJLLC at the amounts which they were carried on the books of LMC, immediately prior to the Effective Date.

10.0 Directors. The directors of MJLLC following the Effective Date shall be as follows:

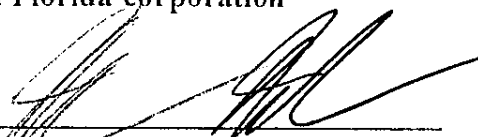
Michael J. Lanahan  
2014 E. Adams Street  
Jacksonville, FL 32202

11.0 Amendment. These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

**EXECUTION**

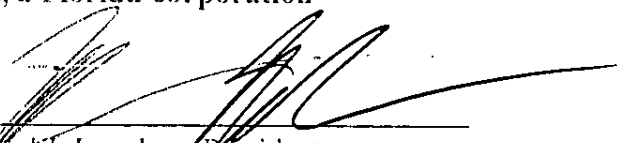
On this 5<sup>th</sup> day of October, 2010, Lee Manufacturing Company, Inc., a Florida corporation, has caused these Articles of Merger to be executed by its President, Michael J. Lanahan, who hereby declares under penalties of perjury that the facts stated herein are true and correct.

**LEE MANUFACTURING COMPANY,  
INC., a Florida corporation**

By:   
Michael J. Lanahan, President

On this 5<sup>th</sup> day of October, 2010, Michael J. Lanahan Lumber Co., Inc., a Florida corporation, has caused these Articles of Merger to be executed by its President, Michael J. Lanahan, who hereby declares under penalties of perjury that the facts stated herein are true and correct.

**MICHAEL J. LANAHAN LUMBER CO.,  
INC., a Florida corporation**

By:   
Michael J. Lanahan, President

## **PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER is by and between Lee Manufacturing Company, Inc., a Florida corporation (hereinafter referred to as "LMC") and Michael J. Lanahan Lumber Co., Inc., a Florida corporation (hereinafter referred to as "MJLLC").

The Parties to this Plan and Agreement of Merger agree as follows:

### **ARTICLE 1.0 MERGER OF LMC INTO MJLLC**

Upon the effective date (as defined in Article 4.0) LMC shall be merged with and into MJLLC and the separate existence of LMC shall cease. MJLLC (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida. The address of the registered or principal office of the Surviving Entity in Florida is 2014 E. Adams Street, Jacksonville, Florida, 32202, and the mailing address of the Surviving Entity is 2014 E. Adams Street, Jacksonville, Florida, 32202.

### **ARTICLE 2.0 CERTIFICATE OF ORGANIZATION**

The Articles of Incorporation of MJLLC as amended shall be the Articles of Incorporation of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full.

### **ARTICLE 3.0 STATUS AND CONVERSION OF INTEREST INTO STOCK**

On the effective date and immediately prior to the merger, LMC has One Hundred (100) issued and outstanding shares of common stock of a single class. Upon the merger all of the issued and outstanding shares of stock currently held by the Shareholder of LMC shall be retired and terminated and in exchange for each share of stock, the Shareholder of LMC shall receive one (1) fully paid and non-assessable share of the common stock of MJLLC. After the effective date, each Shareholder of LMC may surrender their certificates representing shares of LMC to MJLLC and shall be entitled to receive in exchange therefore a certificate representing their appropriate number of shares of common stock in MJLLC. As of the effective date, immediately prior to the merger, the issued and outstanding shares of common stock of LMC shall be held as follows:

SHAREHOLDER	# OF SHARES
Michael J. Lanahan	100

As of the effective date, immediately prior to the merger, the issued and outstanding common stock of MJLLC shall be held as follows:

SHAREHOLDER	# OF SHARES
Michael J. Lanahan	100

As of the effective date, immediately after the merger, the issued and outstanding common stock of MJLLC shall be held as follows:

SHAREHOLDER	# OF SHARES
Michael J. Lanahan	200

#### **ARTICLE 4.0 SHAREHOLDERS APPROVAL; EFFECTIVE DATE**

This Agreement has been unanimously approved by all Shareholders of LMC and all Shareholders of MJLLC, prior to the effective date, in accordance with Florida law, as applicable. For federal income tax purposes and for state law purposes this Merger shall be effective as of the date of filing the Articles of Merger with the Secretary of State.

#### **ARTICLE 5.0 FURTHER ASSURANCE**

On or before the effective date, LMC and MJLLC shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to effectuate the merger as provided in this Agreement. In case, at any time after the effective date, MJLLC shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to MJLLC full title to and possession of all the properties, assets, rights, privileges and obligations of LMC, then the persons who were the directors, officers and shareholders of LMC as of the effective date shall take all such action and execute and deliver all such instruments as MJLLC may so determine to be necessary or desirable.



## ARTICLE 6.0 CERTAIN EFFECTS OF MERGER

6.1 Corporate and State Law Matters. On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of LMC shall be possessed by MJLLC subject to the obligations and duties of LMC and all property, real, personal and mixed owned by and all debts due to LMC on whatever account shall be vested in MJLLC and shall thereafter be as effectually the property of MJLLC as they were of LMC and all liens upon any property of LMC shall be preserved unimpaired, and all debts, liabilities and duties of LMC shall upon the effective date attach to MJLLC and may be enforced against MJLLC to the same extent as if such debts, liabilities and duties had been incurred or contracted by MJLLC.

### 6.2 Federal Tax Issues.

For income tax purposes LMC is classified as a "S corporation" as provided in IRC Section 1361(a)(1).

For income tax purposes MJLLC is classified as a "S corporation" as provided in IRC Section 1361(a)(1).

LMC and MJLLC will treat the merger of LMC into MJLLC as a tax free statutory merger as provided in §368(a)(1)(A).

The surviving entity, MJLLC shall retain and be identified by its Employer Identification Number (EIN).

6.3 Interim Business Activities. From and after the effective date of this agreement to the effective date of the merger, LMC and MJLLC shall both conduct their respective businesses and operations in its usual, regular and ordinary course of business consistent with past practice and shall use reasonable efforts to preserve intact their goodwill, maintain in effect all existing material qualifications, licenses, permits, approvals and other authorizations necessary for it to conduct business, keep available the services of their customers, directors, officers and key employees and preserve existing relationships with all clients, insurance companies and other service providers with whom each conducts business.

6.4 Existing Indebtedness. As provided in Section 6.1 above, upon the effective date, all debts, liabilities and duties of LMC shall become debts, liabilities and duties of MJLLC in the same manor and to the same extent as if such debts, liabilities and duties had been originally incurred or contracted by MJLLC.

## ARTICLE 7.0 REGISTRATION SUBSEQUENT TO MERGER

The parties unanimously agree that the merger of LMC into MJLLC qualifies for exemption from registration with the Securities and Exchange Commission.

## ARTICLE 8.0 EXPENSES

If the merger contemplated herein is consummated, all expenses incident thereto will be paid by MJLLC.

## ARTICLE 9.0 MISCELLANEOUS

9.1 Specific Performance. The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

9.2 Attorney Fees. In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights under this Agreement, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in arbitration, mediation, trial or appellate proceedings.

9.3 Remedies. All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

9.4 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by the party. Notice may be by facsimile if followed by certified mail and the date of the facsimile shall control.

9.5 Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and

the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.7 Modification. No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

9.8 Headings. Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

9.9 Governing Law. The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida.

9.10 Entire Agreement. This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

9.11 Benefit. This Agreement shall not be assignable by either party.

9.12 Gender and Number. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**ARTICLE 10.0 EXECUTION**

IN WITNESS WHEREOF, Michael J. Lanahan, as President of Lee Manufacturing Company, Inc., a Florida corporation, has executed this Agreement on this 5<sup>th</sup> day of October, 2010.

**LEE MANUFACTURING COMPANY,  
INC., a Florida corporation**

By: 

Michael J. Lanahan, its President

IN WITNESS WHEREOF, Michael J. Lanahan, as President of Michael J. Lanahan Lumber Co., Inc., a Florida corporation, has executed this Agreement on this 5<sup>th</sup> day of October, 2010.

**MICHAEL J. LANAHAN LUMBER CO.,  
INC., a Florida corporation**

By: 

Michael J. Lanahan, its President

**UNANIMOUS CONSENT OF  
THE BOARD OF DIRECTORS OF  
LEE MANUFACTURING COMPANY, INC.**

The undersigned, being the Directors of LEE MANUFACTURING COMPANY, INC., a Florida corporation, hereby consent to the adoption and approval of the following:

The Board of Directors hereby unanimously approves of the merger of Lee Manufacturing Company Inc. into Michael J. Lanahan Lumber Co., Inc., the surviving company.

This resolution is approved by Michael J. Lanahan, as the sole Shareholder of Lee Manufacturing Company, Inc.

Dated this 5<sup>th</sup> day of October, 2010.

Lee Manufacturing Company, Inc., a Florida corporation

By: 

Michael J. Lanahan, Director

The above referenced resolution of the Board of Directors is unanimously approved by Michael J. Lanahan, as the sole Shareholder of Lee Manufacturing Company, Inc.

Lee Manufacturing Company, Inc., a Florida corporation

By: 

Michael J. Lanahan, Shareholder

**UNANIMOUS CONSENT OF  
THE BOARD OF DIRECTORS OF  
MICHAEL J. LANAHAN LUMBER CO., INC.**

The undersigned, being the Directors of MICHAEL J. LANAHAN LUMBER CO., INC., a Florida corporation, hereby consent to the adoption and approval of the following:

The Board of Directors hereby unanimously approves of the merger of Lee Manufacturing Company Inc. into Michael J. Lanahan Lumber Co., Inc., the surviving company.

This resolution is approved by Michael J. Lanahan, as the sole Shareholder of Michael J. Lanahan Lumber Co., Inc.

Dated this 5<sup>th</sup> day of October, 2010.

Michael J. Lanahan Lumber Co., Inc., a Florida corporation

By: 

Michael J. Lanahan, Director

The above referenced resolution of the Board of Directors is unanimously approved by Michael J. Lanahan, as the sole Shareholder of Michael J. Lanahan Lumber Co., Inc.

Michael J. Lanahan Lumber Co., Inc., a Florida corporation

By: 

Michael J. Lanahan, Shareholder