

798000106374

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



700199475587

04/04/11--01064--015 \*\*78.75

04/19/11--01005--016 \*\*70.00

FILED

11 APR 19 PM 12:09

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Calvin Lee*  
*14000*

*Morgan*  
*1151*

**Judy Thompson**

---

**From:** Frank Divittorio  
**Sent:** Thursday, April 14, 2011 2:39 PM  
**To:** Judy Thompson  
**Subject:** FW: Acadian - URGENT

---

**From:** Patrick Reso  
**Sent:** Thursday, April 14, 2011 2:37 PM  
**To:** Frank Divittorio  
**Subject:** Acadian

We were \$70 short on filing fees. Please send a check payable to Florida Secretary of State, to Karen Gibson, Corporations Division, "personal and confidential", PO Box 6327 Tallahassee, FL 32314 as soon as Judy can get to it.

Patrick K. Reso, Esq.  
Board Certified Tax Law Specialist and Board Certified Estate Planning  
& Administration Specialist, by the Louisiana Board of Legal Specialization  
Seale & Ross, P.L.C.  
200 N. Cate Street  
P.O. Box 699  
Hammond, LA 70404  
Phone (985) 542-8500  
Fax (985) 542-4111

This electronic mail transmission and any attachments are intended for the use and benefit of the addressed recipients only. The message and attachments contain confidential information which may be protected by the Attorney-Client privilege, Work Product Doctrine, or other applicable law. The rules described in IRS Circular 230 require us to inform you that, unless expressly stated above or in an attachment hereto, any opinions expressed with respect to a significant tax issue are not intended or written by the practitioner to be used, and cannot be used by the recipient, for the purpose of avoiding penalties that may be imposed on the recipient or any other person who may examine this correspondence in connection with a federal tax matter. If you are not an addressee, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying is strictly prohibited. If you have received this communication in error, kindly notify me by reply email, delete this message and any attachment(s) from all computer storage devices and media, and destroy any hard copies of the message or attachments which you may have made or caused to be made.

RECEIVED  
19 AM 8:28  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Acadian Cypress and Hardwoods, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Patrick Reso

Contact Person

Seale & Ross

Firm/Company

200 N. Cate Street

Address

Hammond, LA 70404

City, State and Zip Code

reso@sealeross.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Patrick Reso

Name of Contact Person

at ( 985 )

542-8500

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

FILED  
11 APR 19 PM 12:09  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

| <u>Name</u>                             | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|---|---------------------|-------------------------|
| <u>Acadian Hardwoods, Inc.</u>          | <u>Florida</u>      | <u>Corporation</u>      |
| <u>Acadian Hardwoods of LA, Inc.</u>    | <u>Louisiana</u>    | <u>Corporation</u>      |
| <u>Acadian Hardwoods of Texas, Inc.</u> | <u>Texas</u>        | <u>Corporation</u>      |

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

| <u>Name</u>                                  | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|--|---------------------|-------------------------|
| <u>Acadian Cypress &amp; Hardwoods, Inc.</u> | <u>Louisiana</u>    | <u>Corporation</u>      |

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2011

---

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1 Industrial Parkway

---

Ponchatoula, LA 70454


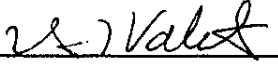
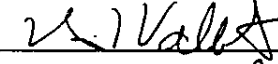
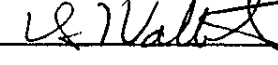
---

**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

| Name of Entity/Organization:      | Signature(s):   | Typed or Printed<br>Name of Individual: |
|-----------------------------------|---|---|
| Acadian Hardwoods, Inc.           |  | Frank T. Vallot                         |
| Acadian Hardwoods of LA, Inc.     |  | Frank T. Vallot                         |
| Acadian Hardwoods of Texas, Inc.  |  | Frank T. Vallot                         |
| Acadian Cypress & Hardwoods, Inc. |  | Frank T. Vallot                         |

|                                   |   |
|-----------------------------------|---|
| Corporations:                     | Chairman, Vice Chairman, President or Officer<br>(If no directors selected, signature of incorporator.) |
| General Partnerships:             | Signature of a general partner or authorized person   |
| Florida Limited Partnerships:     | Signatures of all general partners  |
| Non-Florida Limited Partnerships: | Signature of a general partner  |
| Limited Liability Companies:      | Signature of a member or authorized representative  |

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

| <u>Name</u>                      | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|----------------------------------|---------------------|-------------------------|
| Acadian Hardwoods, Inc.          | Florida             | Corporation             |
| Acadian Hardwoods of LA, Inc.    | Louisiana           | Corporation             |
| Acadian Hardwoods of Texas, Inc. | Texas               | Corporation             |

**SECOND:** The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

| <u>Name</u>                       | <u>Jurisdiction</u> | <u>Form/Entity Type</u> |
|-----------------------------------|---------------------|-------------------------|
| Acadian Cypress & Hardwoods, Inc. | Louisiana           | Corporation             |

**THIRD:** The terms and conditions of the merger are as follows:

Stock for stock merger. All stock owned by same sole shareholder. No new shares will be issued.

(Attach additional sheet if necessary)

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Frank T. Vallot is sole shareholder of each corporation. No new shares

will be issued.

*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

*(Attach additional sheet if necessary)*

**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A

*(Attach additional sheet if necessary)*

**SEVENTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

See Merger Agreement attached.

*(Attach additional sheet if necessary)*

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT is entered into effective as of the 1<sup>st</sup> day of January, 2011, by and

between:

**ACADIAN HARDWOODS OF LA, INC.**, appearing herein through its President, Frank T. Vallot, duly authorized pursuant to LSA R.S. 12:112 and LSA R.S. 12:117(C)(1) by unanimous consent Resolutions of its Sole Shareholder and Director ("Merged Entity #1"); and

**ACADIAN HARDWOODS, INC.**, appearing herein through its President, Frank T. Vallot, duly authorized by unanimous consent Resolution of its Sole Shareholder and Director ("Merged Entity #2");

**ACADIAN HARDWOODS OF TEXAS, INC.**, appearing herein through its President, Frank T. Vallot, duly authorized by unanimous consent Resolution of its Sole Shareholder and Director ("Merged Entity #3");

(collectively "Merged Entities"), and

**ACADIAN CYPRESS & HARDWOODS, INC.**, appearing herein through its President, Frank T. Vallot, duly authorized pursuant to LSA R.S. 12:112 and LSA R.S. 12:117(C)(1) by unanimous consent Resolution of its Shareholders and Directors ("Surviving Entity").

WITNESSETH:

WHEREAS, Merged Entity #1 has existed as a Louisiana corporation since December 27, 2000;

WHEREAS, the Merged Entity #2 has existed as a Florida corporation since December 23, 1998;

WHEREAS merged entity #3 has existed as a Texas corporation since January 1, 2005 (Merged Entities 1, 2 and 3 are collectively referred to as the "Merged Entities");

WHEREAS, the Surviving Entity has existed as a Louisiana corporation since January 2, 1992; and

WHEREAS, the sole shareholder and the director of the Merged Entities and the sole shareholder and director of the Surviving Entity deem it advisable to the general welfare and advantage of these entities that these entities merge into a single entity pursuant to IRC Section 368(a)(1)(A) (statutory merger), and pursuant to this Agreement and the applicable provisions of Louisiana law, Florida law and Texas law respectively.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree that the Merged Entities shall be merged into the Surviving Entity which shall continue its existence as a Louisiana corporation surviving the merger. The terms and conditions of the Agreement which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are as follows:

I. Effective Date of the Merger

The Effective Date of this Agreement shall be January 1, 2011, and this Agreement, together with other requisite documents, shall be filed in the office of the Secretary of State for the State of Louisiana, Florida and Texas, after satisfaction of the requirements of the applicable laws of the State of Louisiana, Florida and Texas, required as a prerequisite to such filing. Upon the Effective Date, the separate existence of ACADIAN HARDWOODS OF LA, INC., ACADIAN HARDWOODS, INC., and ACADIAN HARDWOODS OF TEXAS, INC. shall be merged into ACADIAN CYPRESS & HARDWOODS, INC. as the Surviving Entity, with the Articles of Incorporation of ACADIAN CYPRESS & HARDWOODS, INC. to remain unchanged and in full force and effect.

## II. Governing Law

Any and all controversies arising out of this Agreement shall be governed by the laws of the State of Louisiana.

## III. Shareholder

The sole shareholder of the Merged Entities at the Effective Date shall constitute the sole shareholder of the Surviving Entity.

## IV. Conversion of Interests in the Merger

The mode of carrying into effect the Plan of Merger provided in this Agreement, and the manner and basis of converting shares of capital stock of the Merged Entities into shares of stock in Surviving Entity shall be as follows:

Since the sole shareholder of each of the Merged Entities is also the sole shareholder of the Surviving Entity, no new shares will be issued.

## V. Effect of the Merger

As of the Effective Date, ACADIAN HARDWOODS OF LA, INC., ACADIAN HARDWOODS, INC., and ACADIAN HARDWOODS OF TEXAS, INC. shall be merged into ACADIAN CYPRESS & HARDWOODS, INC. and ACADIAN CYPRESS & HARDWOODS, INC. will be the Surviving Entity. The Surviving Entity shall thereupon and thereafter possess and enjoy all the rights, privileges, immunities and powers, both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of all of these entities and shall succeed to and be vested with all properties, real (immovable), personal (movable) and mixed, of all of the entities; and all property, rights, privileges, immunities, powers and all and every other interest of whatever kind shall be thereafter the property of the Surviving Entity, as effectively as they were of the respective entities, and the title to any real estate vested in any of said entities

shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of any of the entities shall be preserved unimpaired, limited in lien to the property affected by such liens, at the Effective Date, and all debts, liabilities and duties of said entities, respectively, shall thenceforth attach to and be the responsibility of the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity; and any claim existing or action or proceeding pending by or against ACADIAN HARDWOODS OF LA, INC., ACADIAN HARDWOODS, INC., ACADIAN HARDWOODS OF TEXAS, INC. or ACADIAN CYPRESS & HARDWOODS, INC., may be prosecuted against the Surviving Entity.

#### VI. Accounting Matters

The assets and liabilities of ACADIAN HARDWOODS OF LA, INC., ACADIAN HARDWOODS, INC., ACADIAN HARDWOODS OF TEXAS, INC., and ACADIAN CYPRESS & HARDWOODS, INC., as of the Effective Date shall be recorded on the Surviving Entity's books in the amounts and as carried on the books of the respective entities immediately prior to the Effective Date. The amount of assets, liabilities and capital of the Surviving Entity after the merger shall be equal to the sum of the aggregate amount of the assets, liabilities and capital of the respective entities immediately prior to the merger.

#### VII. Certification of Authorization

The undersigned President and Secretary of ACADIAN HARDWOODS OF LA, INC., ACADIAN HARDWOODS, INC., ACADIAN HARDWOODS OF TEXAS, INC., and ACADIAN CYPRESS & HARDWOODS, INC., through his execution of this Agreement, hereby certifies that this Agreement has been presented to, and unanimously approved by,

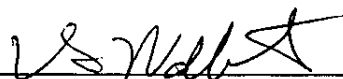
respectively, the unanimous consent of the Sole Shareholder and Director of ACADIAN HARDWOODS OF LA, INC., ACADIAN HARDWOODS, INC., ACADIAN HARDWOODS OF TEXAS, INC., and ACADIAN CYPRESS & HARDWOODS, INC. DS, L.L.C.

VIII. Miscellaneous

This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and Understandings relating to such subject matter. This Agreement shall be executed in multiple originals, each of which shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties, pursuant to authority given by their respective shareholders and members, have caused this Agreement to be duly entered into and signed as of the Effective Date, by all of the authorized representatives of the respective entities.

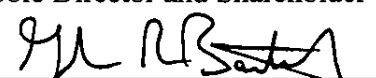
ACADIAN CYPRESS & HARDWOODS, INC.

BY:   
FRANK T. VALLOT, President and  
Sole Director and Shareholder


BY:   
Glenn Bartels, Secretary

ACADIAN HARDWOODS OF LA, INC.

BY:   
FRANK T. VALLOT, President and  
Sole Director and Shareholder


BY:   
Glenn Bartels, Secretary

ACADIAN HARDWOODS, INC.

BY:   
FRANK T. VALLOT, President and  
Sole Director and Shareholder

BY:   
Glenn Bartels, Secretary

ACADIAN HARDWOODS OF TEXAS,  
INC.

BY:   
FRANK T. VALLOT, President and  
Sole Director and Shareholder

BY:   
Glenn Bartels, Secretary

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

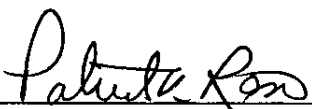
BEFORE ME, the undersigned authority, a Notary Public, authorized to administer oaths in the aforesaid Parish and State, personally came and appeared:

FRANK T. VALLOT

//who, being first duly sworn, deposed, declared and acknowledged that he is the President of **ACADIAN CYPRESS & HARDWOODS, INC.** and that pursuant to due and proper corporate authority, he has executed the annexed Agreement and Plan of Merger on behalf of the said corporation for the purposes therein expressed.

  
\_\_\_\_\_  
FRANK T. VALLOT

Sworn to and subscribed  
before me, Notary, this  
3<sup>rd</sup> day of March, 2011.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Name: Patrick K. Reso  
Bar/Notary # 20585

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

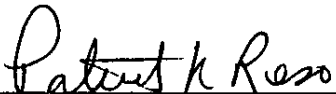
BEFORE ME, the undersigned authority, a Notary Public, authorized to administer oaths in the aforesaid Parish and State, personally came and appeared:

FRANK T. VALLOT

who, being first duly sworn, deposed, declared and acknowledged that he is the President of **ACADIAN HARDWOODS OF LA, INC.** and that pursuant to due and proper corporate authority, he has executed the annexed Agreement and Plan of Merger on behalf of the said corporation for the purposes therein expressed.

  
\_\_\_\_\_  
FRANK T. VALLOT

Sworn to and subscribed  
before me, Notary, this  
31<sup>st</sup> day of March, 2011.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Name: Patrick H. Reso  
Bar/Notary # 20583

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

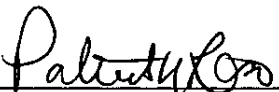
BEFORE ME, the undersigned authority, a Notary Public, authorized to administer oaths in the aforesaid Parish and State, personally came and appeared:

FRANK T. VALLOT

who, being first duly sworn, deposed, declared and acknowledged that he is the President of **ACADIAN HARDWOODS, INC.** and that pursuant to due and proper corporate authority, he has executed the annexed Agreement and Plan of Merger on behalf of the said corporation for the purposes therein expressed.

  
\_\_\_\_\_  
FRANK T. VALLOT

Sworn to and subscribed  
before me, Notary, this  
31<sup>st</sup> day of March, 2011.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Name: Patricia L. Reso  
Bar/Notary # 20583

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

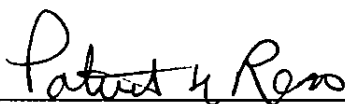
BEFORE ME, the undersigned authority, a Notary Public, authorized to administer oaths in the aforesaid Parish and State, personally came and appeared:

FRANK T. VALLOT

who, being first duly sworn, deposed, declared and acknowledged that he is the President of **ACADIAN HARDWOODS OF TEXAS, INC.** and that pursuant to due and proper corporate authority, he has executed the annexed Agreement and Plan of Merger on behalf of the said corporation for the purposes therein expressed.

  
\_\_\_\_\_  
FRANK T. VALLOT

Sworn to and subscribed  
before me, Notary, this  
31<sup>st</sup> day of March, 2011.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Name: Patrick A. Reso  
Bar/Notary # 20583