



Department of the Secretary of State  
Division of Corporations  
P.O Box 6327  
Tallahassee, FL 32314

September 29, 1999

Re: The Stone Resource, Inc.

700003004907--9  
-10/04/99--01135--020  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

Dear Sir or Madame:

Enclosed please find Articles of Merger and attached Plan and Agreement of Merger and our check in the amount of \$35.00. Please cause the same to be filed.

Please advise me as to whether or not it will be necessary to file Articles of Dissolution after the merger is complete.

Thank you.

Very truly yours,

Debbi L. Aberman  
Secretary

700003004907--9  
-01/03/00--01005--002  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 DEC 23 AM 9:38

*Merger*  
*LT*  
*1-3-2000*

WYATT EARLY HARRIS & WHEELER, L.L.P.

ATTORNEYS AND COUNSELLORS AT LAW

P.O. DRAWER 2086

HIGH POINT, NORTH CAROLINA 27261

FRANK BURKHEAD WYATT  
WILLIAM P. HARRIS  
A. DOYLE EARLY, JR.  
WILLIAM E. WHEELER  
DAVID B. ASHCRAFT  
KIM W. GALLIMORE  
KIM R. BAUMAN  
CALVIN B. BRYANT  
R. BRUCE LANEY  
CHARLES A. ALT  
FREDERICK O. SAWYER  
JAMES R. MUNDLEY  
CHARLES L. CAIN  
THOMAS E. TERRELL, JR.  
LEE M. CECIL  
ANN E. HANKS  
JOHN D. BRYSON  
STANLEY F. HAMMER  
SCOTT FITZGERALD WYATT  
DEBBI L. ABERMAN

OFFICE ADDRESS

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TELEPHONE  
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OVERNIGHT MAIL

December 22, 1999

Ms. Carol Mustain  
Corporate Specialist  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, FL 33299

Re: The Stone Resource, Inc.  
Ref Number: V71269

Dear Ms. Mustain:

Pursuant to our telephone conversation I enclose the following documentation in connection with the above-referenced corporation:

Application for Reninstatement  
Check for \$750 to cover amount due for reinstatement.  
A copy of your letter of October 14, 1999.  
Articles of Merger – original and one copy.  
Plan of Merger with attached Plan and Agreement of Merger – original and one copy.  
Check for \$35 to cover additional merger fees.

I am hopeful that this is all of the documentation required to complete this merger in 1999. If for any reason you find this filing inadequate, please call me immediately at my direct number: 336-884-1000 Ext 253.

I appreciate all of your assistance in this matter.

Very truly yours,

  
DEBBI L. ABERMAN



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

October 14, 1999

THE STONE RESOURCE  
% DEBBI ABERMAN  
2101 EAST KIVETT DRIVE  
HIGH POINT, FL 27260

SUBJECT: THE STONE RESOURCE, INC.  
Ref. Number: V71269

\$35.00 - more.

607.1105  
plong 607.1101

We have received your document for THE STONE RESOURCE, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

In order to file your document, the subject entity must first be reinstated.

The merger submitted was prepared in compliance with section 607.1109 Florida Statutes which provides for mergers between domestic corporations and other business entities as defined in section 607.1108, Florida Statutes. Pursuant to section 607.1108(7), Florida Statutes, any merger consisting solely of the merger of one or more domestic corporations with or into one or more foreign corporations shall be consummated solely in accordance with section 607.1107, Florida Statutes. Section 607.1107, Florida Statutes then refers you to section 607.1105, Florida Statutes. Enclosed is a merger form for your convenience.

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) 487-6916.

Carol Mustain  
Corporate Specialist

Letter Number: 999A00049596

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

THE STONE RESOURCE, INC., a Florida corporation (Document #V71269)

INTO

**THE STONE RESOURCE, INC.**, a North Carolina corporation not qualified in  
Florida.

File date: December 23, 1999

Corporate Specialist: Louise Flemming-Jackson

# **ARTICLES OF MERGER**

(Profit Corporations)

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 are:

<u>Name</u>	<u>Jurisdiction</u>
<u>The Stone Resource, Inc.</u>	<u>North Carolina</u>

**Second:** The name and jurisdiction of each merging corporation are:

<u>Name</u>	<u>Jurisdiction</u>
<u>The Stone Resource, Inc.</u>	<u>Florida</u>
_____	_____
_____	_____
_____	_____
_____	_____

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**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** \_\_\_\_/\_\_\_\_/\_\_\_\_ (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 9/10/99.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ 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 9/10/99.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ 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

The Stone Resource, Inc. Neil A.

The Stone Resource, Inc. Neil A.

Neil A. Aberman, President

Neil A. Aberman, President

## **PLAN OF MERGER**

**(Non Subsidiaries)**

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation are:

Name

Jurisdiction

The Stone Resource, Inc.

North Carolina

**Second:** The name and jurisdiction of each merging corporation are:

Name

Jurisdiction

The Stone Resource, Inc.

Florida

The Stone Resource, Inc.

North Carolina

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

See Attached Plan and Agreement of Merger.

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

See attached Plan and Agreement of Merger.

**THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:**

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:



**PLAN AND AGREEMENT OF MERGER  
OF THE STONE RESOURCE, INC.  
INTO THE STONE RESOURCE, INC.**

This Plan and Agreement of Merger dated the 10th day of September, 1999 by and between **THE STONE RESOURCE, INC.**, a Florida corporation (hereinafter "OLD ") and **THE STONE RESOURCE, INC.**, a North Carolina corporation (hereinafter "NEW "). NEIL A. ABERMAN, as a stockholder of OLD and NEW, joins in this Plan and Agreement of Merger to bind himself hereto and acknowledge his consent to the merger herein contemplated.

**W I T N E S S E T H:**

WHEREAS, OLD is a corporation duly organized and existing under and by virtue of the laws of the State of Florida, having been incorporated on October 15, 1992, and NEW is a corporation duly organized and existing under and by virtue of the laws of State of North Carolina, having been incorporated on September 9, 1999; and

WHEREAS, the authorized capital stock of OLD consists of 500 shares of common stock, \$1.00 par value, of which 500 shares are issued and outstanding, all of which issued and outstanding capital stock is owned as follows:

<u>Shareholder</u>	<u>Shares Owned</u>
Neil A. Aberman	500

WHEREAS, the authorized capital stock of NEW consists of 500 shares of Class A common stock, \$1.00 par value, of which 500 shares are issued and outstanding. All of the issued and outstanding shares of Class A common stock are owned as follows:

<u>Shareholder</u>	<u>Shares Owned</u>
Neil A. Aberman	500

WHEREAS, the Boards of Directors of OLD and NEW deem it advisable for the general welfare and advantage of both corporations and their respective shareholders that OLD merge into NEW pursuant to this agreement, and OLD and NEW respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of North Carolina.

WHEREAS, in connection with, and effective immediately upon consummation of, the merger, the Board of Directors of NEW, as the surviving corporation in the merger.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreement contained herein, the parties hereby agree, in accordance with Section 55-11-05 of the General Statutes of North Carolina and all other applicable provisions of the laws of the State of North Carolina, that OLD shall be merged into NEW, which latter company shall continue its corporate existence and be the surviving corporation (hereinafter the "Surviving Corporation") in the merger, and the parties hereby covenant and agree to observe, keep and perform the terms and conditions of the merger (hereinafter the "Merger") as the same are hereafter set forth:

ARTICLE I  
EFFECTIVE TIME OF MERGER

Upon filing of the Articles of Merger, substantially in the form attached hereto as Exhibit A, in the Office of the Secretary of State of North Carolina, and after satisfaction of the requirements of the applicable laws of the State of North Carolina prerequisite to such recordation, the Merger shall be effective on October 15, 1999 (such date and time is hereinafter referred to as the "Merger Date"). At the effective date and time of the Merger, the separate existence of OLD shall cease and OLD shall be merged into NEW.

ARTICLE II  
GOVERNING LAW

The laws which are to govern the Surviving Corporation are the laws of the State of North Carolina.

ARTICLE III  
ARTICLES OF INCORPORATION: NAME CHANGE AMENDMENT

The Articles of Incorporation of NEW, as the Surviving Corporation, shall remain in effect after the Merger Date until the same shall be further amended or altered in accordance with the provisions of law.

ARTICLE IV  
BYLAWS

The bylaws of NEW on the Merger Date shall be the bylaws of the Surviving Corporation until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE V  
DIRECTORS AND OFFICERS

The director of NEW on the Merger Date shall be Neil A. Aberman, who shall remain the director of the Surviving Corporation until his respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the bylaws of the

Surviving Corporation, the officers of the Surviving Corporation on the Merger Date shall be Neil A. Aberman, as President and Debbi L. Aberman as Assistant-Secretary.

## ARTICLE VI CONVERSION OF SHARES IN THE MERGER

The manner and basis of converting the shares of OLD into shares of the Surviving Corporation are as follows:

1. OLD Common Stock. As of the Merger Date, each issued and outstanding share of OLD's common stock shall be converted into and become one share of NEW Class A common stock, \$1.00 par value. Upon surrender to the Surviving Corporation of one or more stock certificates representing such common stock of OLD for cancellation, the holder thereof shall be entitled to receive one or more stock certificates for the full number of shares of Class A common stock of the Surviving Corporation into which the common stock of OLD so surrendered shall have been converted as stated above. All issued shares of OLD common stock held by NEW on the Merger Date shall be cancelled. Any issued share of OLD common stock held by OLD in its treasury on the Merger Date shall be cancelled and shall not be converted. No fractional shares of NEW Class A common stock shall be issued in connection with the merger conversion.

2. NEW Common Stock. None of the shares of NEW Class A common stock which are issued and outstanding as of the Merger Date shall be converted as the result of the Merger, but all of such shares (including any shares held in treasury) shall remain issued and outstanding shares of the Surviving Corporation.

3. Surrender of OLD Certificates. As soon as practical after the Merger becomes effective, stock certificates representing common capital stock of OLD issued and outstanding on the Merger Date shall be surrendered to the Surviving Corporation for exchange or cancellation as above provided. Until so surrendered or exchanged, each such stock certificate nominally representing common capital stock of OLD shall be deemed for all corporate purposes (except for the payment of dividends, which shall be subject to the exchange of stock certificates as provided above) to evidence the ownership of the number of shares of Class A common stock of the Surviving Corporation which the holder thereof would be entitled to receive upon its surrender to the Surviving Corporation.

## ARTICLE VII EFFECT OF THE MERGER

On the Merger Date, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers through franchises both of a public and private nature, and be subject to all the restrictions and obligations of OLD and NEW, and all the rights, privileges, immunities, powers and franchises of both OLD and NEW and all property, real, personal and mixed, tangible and intangible, and all debts due to either said

corporations on whatever account, for stock subscriptions as well as for all other things and actions or belonging to each such corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of OLD and NEW immediately prior to the Merger Date, and the title to any real estate vested by deed or otherwise in either of said corporations 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 either OLD or NEW shall be preserved unimpaired and limited in lien to the property effected by such liens at the Merger Date, and all debts, liabilities and obligations of OLD and NEW, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and obligations had been incurred or contracted by the Surviving Corporation.

#### ARTICLE VIII ACCOUNTING

The assets and liabilities of both OLD and NEW, as of the Merger Date, shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of OLD and NEW, respectively. The amount of stated capital of the Surviving Corporation after the Merger shall be equal to the sum of the aggregate amount of the par value of the common stock to be issued in the Merger and the aggregate par value of the common stock that will remain issued upon the Merger. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purposes for which surplus may be used.

#### ARTICLE IX APPROVAL OF SHAREHOLDERS: FILING OF ARTICLES

This Agreement shall be submitted to the shareholders of both OLD and NEW as provided by law and their respective Articles of Incorporation at meetings which shall be held on September 10, 1999, unless this Plan and Agreement of Merger is approved by the shareholders of both OLD and NEW on or prior to such date by unanimous written consent. After such adoption and approval, Articles of Merger in the form attached hereto as Exhibit A shall be executed, verified and delivered to the North Carolina Secretary of State's office for filing.

#### ARTICLE X REPRESENTATIONS AND WARRANTIES

As OLD and NEW are commonly controlled corporations having common shareholders, directors and officers, neither corporation makes any representations or warranties to the other concerning their respective businesses.

ARTICLE XI  
MISCELLANEOUS

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. The parties consent to the jurisdiction of the courts of North Carolina to resolve any disputes arising out of this Agreement.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors.

(c) This Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument.

(d) This Agreement may not be assigned by either party hereto.

(e) This Agreement and the exhibits, schedules and certificates delivered pursuant hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, letters of intent and preliminary agreements. This Agreement may not be modified or amended except by a writing executed by the parties hereto.

(f) No waiver of any term, condition or provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or be construed as a further or continuing waiver.

(g) No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to each other remedy given hereunder for now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies by a party shall not constitute a waiver of the right to pursue other available remedies.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names, all as of the day and year first above written.

THE STONE RESOURCE, INC.

(Corporate Seal)

By: Neil A. Aberman  
Neil A. Aberman, President

ATTEST:

Debbi Aberman  
Debbi Aberman, Assist Secretary

(Corporate Seal)

THE STONE RESOURCE, INC.

By: Neil A. Aberman  
Neil A. Aberman, President

ATTEST:

Debbi Aberman  
Debbi Aberman, Assistant-Secretary

Neil A. Aberman  
Neil A. Aberman, Shareholder of NEW and OLD