

231196

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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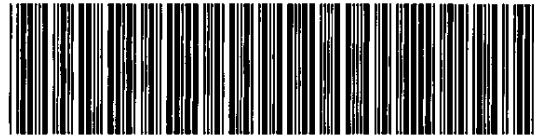
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

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Cull



Calder Plaza Building
250 Monroe Avenue NW
Suite 800
P.O. Box 306
Grand Rapids, MI 49501-0306

TTT MERITAS LAW FIRMS WORLDWIDE

MATTHEW K. BISHOP
Attorney at Law

616.831.1798
616.988.1798 fax
bishopm@millerjohnson.com

May 31, 2007

VIA FEDERAL EXPRESS

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

Re: Merger of Henry Lee Company; Doc. No. 231196

Dear Sir/Madam:

Enclosed are the Articles of Merger and a copy of the Agreement and Plan of Merger regarding the merger of Henry Lee Company (Doc. No. 231196) into GFS Florida, L.C., a Michigan limited liability company, effective as of June 1, 2007, along with a check in the amount of \$78.75 (\$35.00 per party; \$8.75 for certified copy). Also enclosed is a copy of the Certificate of Merger filed with the State of Michigan. As of June 1, 2007, all issued and outstanding shares of Henry Lee Company shall be cancelled, and its separate existence as a corporation will cease.

It is my understanding that the filing of these documents with your office is all that is necessary to conclude Henry Lee Company's existence as a Florida corporation. Please return to me in the enclosed envelope any forms or documents used to record the filing of these documents. Thank you for your assistance in this matter.

Very truly yours,

MILLER JOHNSON

By


Matthew K. Bishop

MKB:kag
Enclosures

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TALLAHASSEE, FL

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

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>
Henry Lee Company	Florida	Profit Corporation
		231196

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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>
GFS Florida, LLC	Michigan	Limited Liability Company

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:
The close of business on June 1, 2007

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:

333 50th Street, S.W.

P.O. Box 2992

Grand Rapids, MI 49501

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S.:

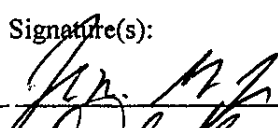
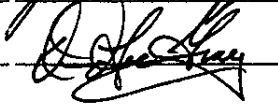
Street address: _____

Mailing address: _____

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Henry Lee Company		John M. Gordon, Jr.
GFS Florida, LLC		David Lee Gray

Corporations:	Chairman, Vice Chairman, President or Officer (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

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GFS FLORIDA, LLC
HENRY LEE COMPANY
AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into this 30th day of May, 2007, to be effective as of the close of business on June 1, 2007 (the "Effective Date"), by and between **GFS FLORIDA, LLC**, a Michigan limited liability company ("GFS Florida") and **HENRY LEE COMPANY**, a Florida corporation ("Henry Lee"). Collectively, GFS Florida and Henry Lee shall be referred to herein as the "Parties."

Statement of Facts

The Board of Directors and the sole shareholder of Henry Lee, and the managers and sole member of GFS Florida, have each approved a plan of merger under which Henry Lee shall be merged into GFS Florida under the terms and conditions of this Agreement. This Agreement is to outline the terms and conditions for the merger of Henry Lee into GFS Florida.

Agreement

In consideration of these facts and the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE I

PLAN OF MERGER

Section 1.1 Merger. Pursuant to the provisions of Section 701 *et seq.* of the Michigan Business Corporation Act, Act 284 of the Public Acts of 1972, as amended (the "Michigan Act"), and of Section 1108 *et seq.* of the Florida Business Corporation Act, as amended (the "Florida Act"), the Parties adopt the following plan of merger:

- (a) Henry Lee (Florida Document No. 231196) shall be merged with and into GFS Florida (Michigan CID No. D1925V);
- (b) The name of the Surviving Corporation shall continue to be GFS Florida, LLC (Michigan CID No. D1925V);
- (c) Henry Lee shall be merged into GFS Florida, and the issued and outstanding shares of Henry Lee's stock shall be cancelled;
- (d) The Articles of Organization and other organizational documents of GFS Florida shall not be amended;
- (e) Subject to the applicable provisions of the Michigan Act and the Florida Act, the separate existence of Henry Lee shall cease and GFS Florida shall succeed, without other transfer, to all the rights and properties of Henry Lee, and shall be

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FLORIDA

subject to all the debts and liabilities of Henry Lee, in the same manner as if the GFS Florida had itself incurred them; and

(f) GFS Florida shall continue to be a Michigan limited liability company which shall carry on its business with the assets of GFS Florida and Henry Lee.

Section 1.2 Effective Date. The effective date of the merger shall be the close of business on June 1, 2007.

ARTICLE II

TERMS AND CONDITIONS

Section 2.1 Outstanding Shares. The number of issued and outstanding shares of Henry Lee shall not be subject to change before the Effective Date.

Section 2.2 Filing of Certificate of Merger. Upon execution of this Agreement, GFS Florida shall promptly file an executed copy of the Certificate of Merger in the form attached as Exhibit A (the "Certificate of Merger") with the Corporation, Securities and Land Development Bureau of the Department of Consumer and Industry Services of the State of Michigan (the "Corporation and Securities Bureau") and the Corporations Division of the Florida Department of State (the "Corporations Division").

Section 2.3 Further Assurances. If at any time GFS Florida shall determine that any further assignments or assurances are necessary to vest in GFS Florida the title to any property or rights of Henry Lee or otherwise to carry out the provisions of this Agreement, the appropriate officers and directors of Henry Lee shall execute and deliver all proper deeds or assignments and shall do all acts proper to vest title to the property or rights in GFS Florida and shall otherwise carry out the provisions of this Agreement.

ARTICLE III

BASIS OF CONVERTING SHARES OF STOCK

Section 3.1 Membership Interests of Surviving Entity. As of the Effective Date, all issued and outstanding membership interests of GFS Florida shall not change.

Section 3.2 Stock of Merging Corporation. As of the Effective Date, each share of issued and outstanding stock of Henry Lee shall be cancelled. The separate corporate existence of Henry Lee shall terminate as of the Effective Date.

ARTICLE IV

MANAGERS

Section 4.1 Board of Managers. The following named persons shall serve as the Managers of GFS Florida until such time as their successors shall have been selected and qualified:

David L. Gray
John M. Gordon, Jr.
Daniel A. Gordon

Section 4.2 Address of Managers. All correspondence to the Managers may be addressed to the applicable Manager at 333 50th Street, S.W., Grand Rapids, Michigan 49548.

ARTICLE V

TERMINATION

Section 5.1 Termination. This Agreement may be terminated and the mutual herein provided for may be abandoned at any time prior to the Effective Date by the mutual written consent of the Parties or by either Henry Lee or GFS Florida if any condition set forth in Article II to be performed by any other Party has not been satisfied or waived on or before the Effective Date.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Assignment. This Agreement shall not be assignable by any Party without the written consent of the other Party to this Agreement.

Section 6.2 Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon, shall enure to the benefit of, and shall be enforceable by the respective successors and assigns of the Parties to this Agreement.

Section 6.3 Entire Agreement. This Agreement, and any agreement to which it refers contain all the terms of the agreement between the Parties with respect to their subject matter and may be amended only by a writing signed by all the Parties to this Agreement.

Section 6.4 Severability. The unenforceability of any provision of this Agreement shall not affect the unenforceability of the remaining provisions of this Agreement.

Section 6.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan.

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Section 6.6 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original.

HENRY LEE COMPANY

By

its

Officer

GFS FLORIDA, LLC

By: HLC HOLDING, LLC, its Member

By

Its Manager

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MERGER AGREEMENT EXHIBITS

<u>Exhibit</u>	<u>Description</u>	<u>Section Number</u>
A	Certificate of Merger	2.3

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