

538550

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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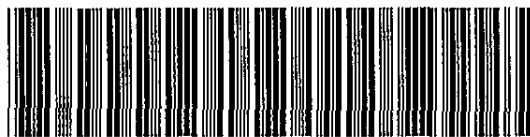
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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300043643263

EFFECTIVE DATE

12/21/04

12/23/04--01001--007 **70.00

12/23/04--01001--008 **8.75

FILED
04 DEC 28 PM 4:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

04 DEC 23 PM 3:50

12/29/04
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sf

CT CORPORATION

December 28, 2004

Department of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 6268661 SO
Customer Reference 1:
Customer Reference 2:

Dear Department of State, Florida:

Please file the attached:

Colonial Engineering, Inc. (FL)
Merger (Discontinuing Company)
Florida

Colonial Engineering, Inc. (FL)
Obtain Document - Misc - One certified copy of merger
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to the attention of the undersigned.

If for any reason the enclosed cannot be filed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

CT CORPORATION

Sincerely,

Jennifer Murphy
Fulfillment Specialist
Jennifer_Murphy@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A WoltersKluwer Company

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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Colonial NewCo., Inc.</u>	<u>Michigan</u>	<u>N/A</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Colonial Engineering, Inc.</u>	<u>Florida</u>	<u>538550</u>

EFFECTIVE DATE
12/31/04

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective at 11:59 p.m. on

12 / 31 / 04 (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 December 27, 2004.

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 December 27, 2004.

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)

FILED
DEC 28 PM 4:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Colonial Engineering, Inc.

W. A. Balch

Mark Bainbridge, Vice President

Colonial NewCo., Inc.

Har Bond

Mark Bainbridge, Vice President

1000

1000

The diagram shows a horizontal line representing a 1D chain. Along this line, there are several small circles and larger circles. Some of the larger circles are connected to the chain by lines, while others are shown as separate entities. The diagram illustrates the formation of clusters and the subsequent separation of particles from the chain.

AGREEMENT AND PLAN OF MERGER**OF****COLONIAL ENGINEERING, INC.****INTO****COLONIAL NEWCO , INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of December ²⁷ 2004, pursuant to the Michigan Business Corporation Act, as amended (the "MBCA"), and the Florida Business Corporation Act, as amended (the "FBCA"), for the purpose of merging Colonial Engineering, Inc., a Florida corporation ("Colonial"), with and into Colonial NewCo., Inc., a Michigan corporation ("NewCo"). Colonial and NewCo are sometimes referred to in this Agreement as the "Constituent Corporations."

Colonial has 860 issued and outstanding shares of common stock, without par value (the "Colonial Stock"). No other classes or series of capital stock of Colonial are outstanding. On any matter submitted to the vote of the stockholders of Colonial, each outstanding share of Colonial Stock is entitled to one vote. Additional shares of Colonial Stock may be issued, and outstanding shares may be retired, before the Effective Time (defined below) if authorized by the Board of Directors of Colonial.

NewCo has 100 issued and outstanding shares of common stock, no par value per share (the "NewCo Stock"). No other classes or series of NewCo capital stock are outstanding. Each outstanding share of NewCo Stock is entitled to one vote on any matter submitted to the vote of the shareholders of NewCo. Additional shares of NewCo Stock may be issued, and outstanding shares may be retired, before the Effective Time if authorized by the Board of Directors of NewCo.

The Board of Directors of Colonial deems it to be in the best interests of and advisable for Colonial and NewCo and their respective shareholders to merge Colonial with and into NewCo pursuant to the provisions of the MBCA and the FBCA upon the terms set forth in this Agreement.

ARTICLE 1 MERGER

At the Effective Time, Colonial shall merge with and into NewCo, with NewCo surviving the merger (the "Surviving Corporation"), in accordance with Michigan and Florida law. The Surviving Corporation will be a Michigan corporation. The Surviving Corporation will furnish a copy of this Agreement, on request and without cost, to any shareholder of either Constituent Corporation. The location of the principal registered office of the Surviving Corporation in the State of Michigan is:

6400 Corporate Drive
Portage, Michigan 49002

ARTICLE 2 CONVERSION OF SHARES

The manner and basis of converting the shares of capital stock of each of the Constituent Corporations (including the provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation) are as follows:

1. At the Effective Time, each share of Colonial Stock outstanding immediately before the Effective Time shall, without the surrender of stock certificates or any other action, be canceled and converted into and represent the right to receive one outstanding share of common stock of the Surviving Corporation.

2. At the Effective Time, each share of NewCo Stock outstanding immediately before the Effective Time, shall be automatically canceled and ceased to be outstanding, without any payment being made in respect thereof.

ARTICLE 3 GOVERNING DOCUMENTS

At the Effective Time:

1. The Articles of Incorporation of NewCo as existing and constituted at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation without change or amendment, except that Article I shall be amended as of the Effective Time to provide:

The name of the corporation is "Colonial Engineering, Inc."

until later amended in accordance with the provisions of the Articles of Incorporation and applicable law.

2. The Bylaws of NewCo as existing and constituted at the Effective Time shall be the Bylaws of the Surviving Corporation without change or amendment until later amended in accordance with the provisions of the Bylaws and applicable law.

3. This Agreement is intended to be an Internal Revenue Code Section 368(a)(1)(F) reorganization. All of the tax attributes, including without limitation the election to be treated as an S Corporation under Section 1362 of the Internal Revenue Code, as amended, of Colonial existing at the Effective Time shall, without any further action being necessary, constitute the tax attributes of the Surviving Corporation until later changed in accordance with applicable law.

ARTICLE 4 DIRECTORS AND OFFICERS

At the Effective Time:

1. The members of the Board of Directors of Colonial at the Effective Time shall be and constitute the members of the Board of Directors of the Surviving Corporation and shall hold office until their respective successors are duly elected and qualified or their earlier death, resignation or removal.

2. The officers of Colonial at the Effective Time shall be and constitute the officers of the Surviving Corporation and shall hold office until their respective successors are duly elected and qualified or their earlier death, resignation or removal.

ARTICLE 5 SUCCESSION

At the Effective Time, (a) the separate corporate existence of Colonial shall cease, and the Surviving Corporation shall possess all the rights, privileges and powers and be subject to all the restrictions, liabilities and duties of each of the Constituent Corporations, and (b) all property (real, personal and mixed) and all debts due to each of the Constituent Corporations on whatever account, or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation, as provided in the MBCA and the FBCA.

ARTICLE 6 FURTHER ASSURANCES

Colonial shall, from time to time, as and when requested by the Surviving Corporation or its successors or assigns, sign and deliver or cause to be signed and delivered any and all deeds, instruments, assignments or assurances that the Surviving Corporation deems necessary or desirable to vest in and confirm to the Surviving Corporation title to and possession of any property or rights of Colonial acquired or to be acquired by reason of or as a result of the merger, or otherwise to carry out the purposes of this Agreement, and any person who,

immediately before the Effective Time, was an officer or director of Colonial is hereby fully authorized in the name of Colonial to sign any and all deeds, instruments, assignments or assurances, or to take any and all other actions, necessary or desirable, to comply with this Article.

ARTICLE 7 AMENDMENT OR ABANDONMENT

Notwithstanding anything in this Agreement to the contrary, this Agreement may, subject to Michigan and Florida law, be amended, abandoned or postponed by the Board of Directors of Colonial at any time before the Effective Time for any reason deemed appropriate by the Board of Directors of Colonial, whether before or after any stockholder approval.

ARTICLE 8 EFFECTIVE TIME

This merger shall become effective as of the Effective Time set forth in the certificate of merger filed in accordance with the MBCA and the articles of merger filed in accordance with the FBCA (the "Effective Time").

ARTICLE 9 DISSENTING SHAREHOLDERS

If applicable, shareholders of NewCo, who, except for the applicability of Section 1104 of the FBCA would be entitled to vote and who dissent from the merger pursuant to Section 1320 of the FBCA may be entitled, if they comply with the provisions of Chapter 607 of the FBCA regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

DEC. 27. 2004 5:11PM

BARNES THORNBURG 616-742-3999

NO. 157 P. 6

The parties have signed this Agreement and Plan of Merger as of the date first written at the beginning of this document.

COLONIAL ENGINEERING, INC.

By: /s/ M Bainbridge/
Mark Bainbridge, Vice President

COLONIAL NEWCO., INC.

By: /s/ M Bainbridge/
Mark Bainbridge, Vice President