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(City/State/Zip/Phone #)

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TALLAHASSEE, FLORIDA

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Space Source, 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:

F. Douglas Mileski

(Contact Person)

Space Source, Inc.

(Firm/Company)

169 Monroe Ave. NW, Ste. 350

(Address)

Grand Rapids, MI 49503

(City/State and Zip Code)

For further information concerning this matter, please call:

F. Douglas Mileski

(Name of Contact Person)

At ( 616 ) 456-2000

(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



F. Douglas Mileski  
[dmileski@spacesource.net](mailto:dmileski@spacesource.net)

January 22, 2009

Ms. Carol Mustain  
Florida Department of State  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**RE: Your Ref. Number: P08000058644**

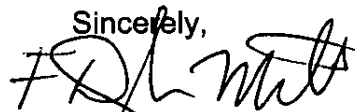
Dear Ms. Mustain:

In response to your letter dated January 9, 2009 (Letter Number 309A0000078, copy enclosed), enclosed are Articles of Merger and a corrected Agreement and Plan of Merger for filing.

Please return all correspondence concerning this matter to me at the above address.

If further information is necessary, please contact me at (616)456-2000.

Sincerely,



F. Douglas Mileski  
General Counsel  
Space Source, Inc.

FDM/psc



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 9, 2009

F. DOUGLAS MILESKE  
169 MONROE AVE. NW, STE 350  
GRAND RAPIDS, MI 49503

SUBJECT: SPACE SOURCE, INC.  
Ref. Number: P08000058644

We have received your document for SPACE SOURCE, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The corporate name must contain a suffix that will clearly indicate that it is a corporation. Such suffixes include: CORPORATION, CORP., COMPANY, CO., INC., and INCORPORATED.

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) 245-6916.

Carol Mustain  
Regulatory Specialist II

Letter Number: 309A00000788

## **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, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Space Source, Inc.	FL	P08000058644

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Space Source, Inc.	MI	511-088
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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TALLAHASSEE, FLORIDA

**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** 12 / 31 / 2008 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**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 23, 2008.

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 23, 2008.

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)*

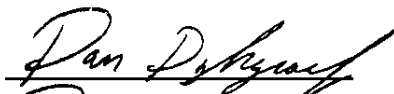
Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

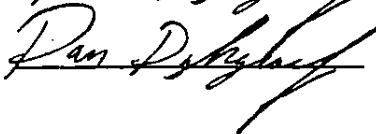
Typed or Printed Name of Individual & Title

Space Source, Inc. (FL)



Daniel J. Dykgraaf, CEO

Space Source, Inc. (MI)



Daniel J. Dykgraaf, CEO

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Merger Agreement") is made and entered into as of December 23, 2008 between Space Source, Inc., a Michigan corporation ("Subsidiary"), and Space Source, Inc., a Florida corporation ("Parent")

### RECITALS

A. Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the state of Michigan.

B. Parent is a corporation duly organized and validly existing under the laws of the state of Florida.

C. Subsidiary is wholly owned by Parent.

D. Subsidiary and Parent desire to set forth certain representations, warranties and agreements contemplating the merger of Parent with and into Subsidiary ("Merger") in accordance with this Merger Agreement and applicable law.

E. The officers and directors of Parent and Subsidiary deem the Merger advisable and in the best interests of each party and its respective shareholders. The respective officers and directors of Subsidiary and Parent, by resolutions duly adopted, have adopted and approved this Merger Agreement and the officers and directors of Parent and Subsidiary have directed that this Merger Agreement be submitted to their respective shareholders for adoption and approval.

Therefore, the parties hereby covenant and agree as follows:

### **ARTICLE 1**

1.1 Merger of the Company into Subsidiary. Parent will be merged into Subsidiary on the date specified in a Certificate of Merger filed by Subsidiary in accordance with the laws of the state of Michigan and by Parent in accordance with the laws of the state of Florida ("Effective Date of Merger"). The separate existence of Subsidiary shall thereupon cease and Parent shall be the surviving entity ("Surviving Entity").

1.2 Effect of the Merger. From and after the Effective Date of Merger:

(a) The separate existence of Subsidiary shall cease and be merged into the Surviving Entity, which shall possess all of the rights, privileges, immunities, powers and franchises of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of Subsidiary and

Parent so merged; and all and singular rights, privileges, immunities, powers and franchises of Subsidiary and Parent, and all property, real, personal and mixed, and all debts due to either the Subsidiary or Parent on whatever account, including subscriptions to shares, and all other things in action or belonging to each of the Subsidiary and Parent shall be vested in the Surviving Entity; and all property, rights, privileges, immunities powers and franchises, and all and every interest, will be thereafter the property of the Surviving Entity as they were of the Subsidiary and Parent and the title to any real estate, vested by deed or otherwise, in either of the Subsidiary and Parent, will not revert or be in any way impaired by reason of the Merger.

(b) All rights of creditors and all liens upon any property of either of the Subsidiary or Parent will be preserved unimpaired and all debts, liabilities and duties of the Subsidiary or Parent will be attached to the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities and duties had been incurred or contracted by Subsidiary or Parent.

(c) Any action or proceeding, whether civil, criminal or administrative, pending by or against Subsidiary or Parent shall be prosecuted as if the Merger had not taken place, or the Surviving Entity may be substituted as a party in such action or proceeding in place of the Subsidiary or Parent.

1.3 Additional Actions. If, at any time after the Effective Date of Merger, the Surviving Entity considers or is advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Entity its rights, title or interest in, to or under any of the rights, properties or assets of Parent acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Merger Agreement, Parent and its proper members and managers will be deemed to have granted to the Surviving Entity an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Entity and otherwise to carry out the purposes of this Merger Agreement; and the proper managers of the Surviving Entity are fully authorized in the name of Parent or otherwise to take any and all such action.

## **ARTICLE 2**

2.1 Name. The name of the Surviving Entity shall be "Space Source, Inc."

2.2 Articles of Incorporation. From and after the Effective Date of Merger, the Articles of Incorporation of Parent shall be the Articles of Incorporation of the Surviving Entity until duly amended in accordance with law.



2.3 Bylaws. The Bylaws of Parent, as in effect immediately prior to the Effective Date of Merger, will be the Bylaws of the Surviving Entity until duly amended in accordance with law.

2.4 Officers and Directors. The officers and directors of the Surviving Entity shall be the officers and directors of Parent immediately prior to the Effective Date of Merger.

### ARTICLE 3

3.1 Shares of Stock. At the Effective Date of Merger:

(a) The shares of stock of Parent existing immediately prior to the Effective Date of Merger shall continue to exist in the same number without any change therein.

(b) All shares of stock of Subsidiary immediately prior to the Effective Date of Merger shall be cancelled.

3.2 Cessation of Shareholder Status. Shareholders of the Subsidiary immediately prior to the Effective Date of Merger shall cease to be, and shall have no rights as, shareholders of Parent or as members of the Surviving Entity.

### ARTICLE 4

4.1 Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one agreement.

4.2 Governing Law. This Merger Agreement shall be governed in all respects, including, but not limited to, validity, interpretation, effect and performance, by the laws of the state of Michigan and the laws of the state of Florida, except in the case of a conflict of laws, then the laws of the state of Florida shall prevail.

4.3 Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented only by written agreement of Parent and Subsidiary, by their respective officers and directors duly authorized by the shareholders of the respective parties, at any time prior to the Effective Date of Merger; provided, however, that, after the adoption of this Merger Agreement by the shareholders of Parent and Subsidiary, no such amendment, modification or supplement shall (i) alter or change any term of the Certificate of Merger of the Surviving Entity to be effected by the Merger, or (ii) alter or change any of the terms

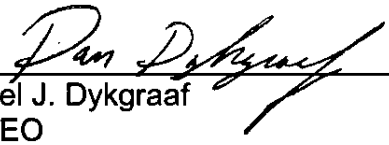
and conditions of the Merger Agreement if such alteration or change would adversely affect the shareholders of Parent.

4.4 Waiver. Subject to applicable provisions of the law of the states of Michigan and Florida, any of the terms or conditions of this Merger Agreement may be waived at any time by Subsidiary or Parent whichever is, or the shareholders of which are, entitled to the benefit thereof by action taken by its officers and directors.

IN WITNESS WHEREOF, Subsidiary and Parent have caused this Merger Agreement to be executed on its behalf by its duly authorized officer as of the date first above written.

**SUBSIDIARY:**

**Space Source, Inc., a Michigan corporation**

By   
Daniel J. Dykgraaf  
Its CEO

**PARENT:**

**Space Source, Inc., a Florida corporation**

By   
Daniel J. Dykgraaf  
Its CEO