

P100000094422

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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

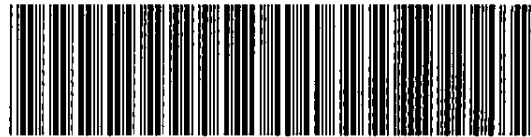
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Certificates of Status

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12/14/10--01027--001 **78.75

Effective date
12-31-10

Merger
Theris
12-16-10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 DEC 14 P 12:48

FILED



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

 MERITAS LAW FIRMS WORLDWIDE

MATTHEW K. BISHOP
Attorney at Law

616.831.1798
616.988.1798 fax
bishopm@millerjohnson.com

December 13, 2010

VIA FEDERAL EXPRESS

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

Re: Merger of Loch Glen Leasing, Inc.; Doc. No. P10000094422

Dear Sir/Madam:

Enclosed are the Articles of Merger and a copy of the Agreement and Plan of Merger regarding the merger of Loch Glen Leasing, Ltd., a Michigan corporation, into Loch Glen Leasing, Inc., Florida Document No. P10000094422, effective as of December 31, 2010, 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 December 31, 2010, Loch Glen Leasing, Inc., Florida Document No. P10000094422, shall be the surviving corporation, all outstanding shares of the Michigan entity shall be cancelled, and the separate existence of the Michigan entity shall cease.

It is my understanding that the filing of these documents with your office is all that is necessary to conclude this merger transaction. Please return to me in the enclosed envelope a certified copy of the Articles of Merger as well as 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:ca
Enclosures

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Loch Glen Leasing, 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:

Matthew K. Bishop
Contact Person

Miller Johnson Snell & Cummiskey, PLC
Firm/Company

250 Monroe Ave., N.W., Suite 800
Address

Grand Rapids, Michigan 49503-2250
City/State and Zip Code

bishopm@millerjohnson.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Matthew K. Bishop At (616) 831-1798
Name of Contact Person 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

(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)
<u>Loch Glen Leasing, Inc.</u>	<u>Florida</u>	<u>P10000094422</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Loch Glen Leasing, Ltd.	Michigan	307428

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 12/31/2010 (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 1, 2010

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 on December 1, 2010

The Plan of Merger was adopted by the board of directors of the merging corporation on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

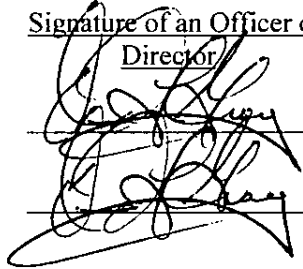
Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name
of Individual & Title

Loch Glen Leasing, Inc. (FL)



David L. Gray, President

Loch Glen Leasing, Ltd. (MI)

David L. Gray, President

LOCH GLEN LEASING, LTD.
AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into this 1st day of December, 2010, to be effective as of the close of business on December 31, 2010 (the "Effective Date"), by and between **LOCH GLEN LEASING, LTD.**, a Michigan corporation ("Loch Glen Michigan") and **LOCH GLEN LEASING, INC.**, a Florida corporation ("Loch Glen Florida"). Collectively, Loch Glen Michigan and Loch Glen Florida shall be referred to herein as the "Parties."

Statement of Facts

The sole director and the sole shareholder of Loch Glen Michigan and Loch Glen Florida have each approved a plan of merger under which Loch Glen Michigan shall be merged into Loch Glen Florida under the terms and conditions of this Agreement. This Agreement is to outline the terms and conditions for the merger of Loch Glen Michigan into Loch Glen 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 1101 *et seq.* of the Florida Business Corporation Act, as amended (the "Florida Act"), the Parties adopt the following plan of merger:

- (a) Loch Glen Michigan (CID No. 307428) shall be merged with and into Loch Glen Florida (Florida Document No. P10000094422);
- (b) The name of the Surviving Corporation shall continue to be Loch Glen Leasing, Inc. (Florida Document No. P10000094422);
- (c) Loch Glen Michigan shall be merged into Loch Glen Florida, and the issued and outstanding shares of Loch Glen Michigan's stock shall be cancelled;
- (d) The Articles of Organization and other organizational documents of Loch Glen Florida shall not be amended;
- (e) Subject to the applicable provisions of the Michigan Act and the Florida Act, the separate existence of Loch Glen Michigan shall cease and Loch Glen Florida shall succeed, without other transfer, to all the rights and properties of Loch Glen

Michigan, and shall be subject to all the debts and liabilities of Loch Glen Michigan, in the same manner as if the Loch Glen Florida had itself incurred them; and

(f) Loch Glen Florida shall continue to be a Florida corporation which shall carry on its business with the assets of Loch Glen Florida and Loch Glen Michigan.

Section 1.2 Effective Date. The effective date of the merger shall be the close of business on December 31, 2010.

ARTICLE II

TERMS AND CONDITIONS

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

Section 2.2 Filing of Certificate of Merger. Upon execution of this Agreement, Loch Glen 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 an executed copy of the Articles of Merger in the form attached as Exhibit B (the "Articles of Merger") with the Corporations Division of the Florida Department of State (the "Corporations Division").

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

ARTICLE III

BASIS OF CONVERTING SHARES OF STOCK

Section 3.1 Stock of Surviving Entity. As of the Effective Date, all issued and outstanding shares of stock of Loch Glen Florida shall not change.

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

ARTICLE IV

DIRECTOR

Section 4.1 Director. The following named person shall serve as the sole director of Loch Glen Florida until such time as his successor shall have been selected and qualified:

David L. Gray

Section 4.2 Address of Director. All correspondence to the director may be addressed to 431 Estero Blvd., Fort Myers beach, Florida 33931.

ARTICLE V

TERMINATION

Section 5.1 Termination. This Agreement may be terminated and the merger 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 Loch Glen Michigan or Loch Glen 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.

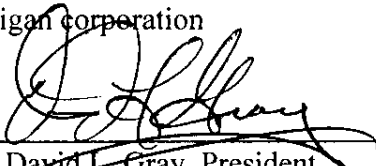
Section 6.3 Entire Agreement. This Agreement, and any agreement to which it refers contain all the terms of the agreement between the Parties with respect to their subject matter and may be amended only by a writing signed by all the Parties to this Agreement.

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

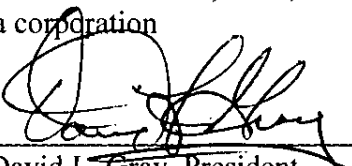
Section 6.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

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

LOCH GLEN LEASING, LTD.,
a Michigan corporation

By: 
David L. Gray, President

LOCH GLEN LEASING, INC.,
a Florida corporation

By: 
David L. Gray, President

MERGER AGREEMENT EXHIBITS

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

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERTIFICATE OF MERGER

for

LOCH GLEN LEASING, LTD.

ID NUMBER: 307428

received by facsimile transmission on December 10, 2010 is hereby endorsed

Filed on December 10, 2010 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Effective Date: December 31, 2010



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10TH day of December, 2010.

A handwritten signature in black ink, appearing to read "J. Hughes", is written over a horizontal line.

Director

BCS/CD-550m (Rev. 3/07)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES																			
Date Received	(FOR BUREAU USE ONLY)																		
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.																			
<table border="1"> <tr> <td colspan="3">Name</td> </tr> <tr> <td colspan="3">Matthew K. Bishop; MILLER JOHNSON</td> </tr> <tr> <td colspan="3">Address</td> </tr> <tr> <td colspan="3">250 Monroe Ave., N.W., Suite 800</td> </tr> <tr> <td>City</td> <td>State</td> <td>Zip Code</td> </tr> <tr> <td>Grand Rapids</td> <td>MI</td> <td>49503-2250</td> </tr> </table>		Name			Matthew K. Bishop; MILLER JOHNSON			Address			250 Monroe Ave., N.W., Suite 800			City	State	Zip Code	Grand Rapids	MI	49503-2250
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Matthew K. Bishop; MILLER JOHNSON																			
Address																			
250 Monroe Ave., N.W., Suite 800																			
City	State	Zip Code																	
Grand Rapids	MI	49503-2250																	
EFFECTIVE DATE:																			
Expiration date for new assumed names: December 31,																			
Expiration date for transferred assumed names appear in Item 6																			

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF MERGER

Cross Entity Merger for use by Profit Corporations, Limited Liability Companies
and Limited Partnerships

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 23, Public Acts of 1993 (limited liability companies) and Act 213, Public Acts of 1982 (limited partnerships), the undersigned entities execute the following Certificate of Merger:

1. The Plan of Merger (Consolidation) is as follows:	
a. The name of each constituent entity and its identification number is:	
<u>Loch Glen Leasing, Inc., a Florida corporation</u>	<u>P10000094422</u>
<u>Loch Glen Leasing, Ltd., a Michigan corporation</u>	<u>307428</u>
b. The name of the surviving (new) entity and its identification number is:	
<u>Loch Glen Leasing, Inc., a Florida corporation</u>	<u>P10000094422</u>
Corporations and Limited Liability Companies provide the street address of the survivor's principal place of business:	
<u>431 Estero Blvd., Fort Myers Beach, FL 33931</u>	

2. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in this office.)	
The merger (consolidation) shall be effective on the <u>31st</u> day of <u>December</u> , <u>2010</u>	

3. Complete for Profit Corporations Only

For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Loch Glen Leasing, Ltd. (MI)	1,000 common	Common	N/A
Loch Glen Leasing, Inc. (FL)	1,000 common	Common	N/A

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

The manner and basis of converting shares are as follows: The capital stock of Loch Glen Leasing, Ltd. (Michigan corporation) shall be cancelled upon the merger of the entities.

The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows: N/A

The Plan of Merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

(Complete either Section (a) or (b) for each corporation)

- a) The Plan of Merger was approved by unanimous consent of the incorporators of _____ a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

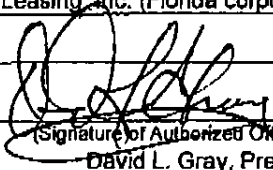
- b) The plan of merger was approved by:

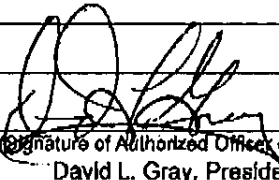
☐ the Board of Directors of _____ the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

☒ the Board of Directors and the shareholders of the following Michigan corporation in accordance with Section 703a of the Act and the following Florida corporation in accordance with Florida law.

Loch Glen Leasing, Ltd. (Michigan corporation)

Loch Glen Leasing, Inc. (Florida corporation)

By 
 (Signature of Authorized Officer or Agent)
 David L. Gray, President
 (Type or Print Name)
 Loch Glen Leasing, Ltd. (Michigan corporation)
 (Name of Corporation)

By 
 (Signature of Authorized Officer or Agent)
 David L. Gray, President
 (Type or Print Name)
 Loch Glen Leasing, Inc. (Florida corporation)
 (Name of Corporation)