

P10000096206

Division of Corporations

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Florida Department of State
Division of Corporations
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Division of Corporations
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EXPRESS MAIL
merger

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TALLAHASSEE, FLORIDA

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**MERGER OR SHARE EXCHANGE
CFO SYNERGY, INC.**

Certificate of Status	0
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AR
12/21/10

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CFO Synergy, 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:

Jim H. Smith
Contact Person

CFO Synergy, Inc.
Firm/Company

6640 Marbella Lane
Address

Naples, FL 34105
City/State and Zip Code

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

For further information concerning this matter, please call:

Jim Smith
Name of Contact Person

At (830) 730-3918
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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
<u>CFO Synergy, Inc.</u>	<u>Florida</u>	<u>P10000096206</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>CFO Synergy, Inc.</u>	<u>Michigan</u>	

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 1 / 01 / 11 (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 9, 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(s) on December 9, 2010.

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

CFO Synergy, Inc.

Jim H. Smith - President

CFO Synergy, Inc.

Jim H. Smith - President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the 9 day of December 2010, by and between CFO Synergy, Inc., a Michigan corporation (the "Corporation"), and CFO Synergy, Inc., a Florida corporation ("CFO").

WHEREAS, Jim H. Smith (the "Sole Shareholder") owns all of the issued and outstanding common stock of the Corporation and CFO; and

WHEREAS, the Sole Shareholder desires to merge the Corporation with and into CFO pursuant to the terms and subject to the conditions of this Agreement.

THEREFORE, for valid consideration received, the parties agree as follows:

1. Merger. At the Effective Time (as defined below), the Corporation shall be merged with and into CFO. Following the merger (the "Merger"), the separate existence of the Corporation shall cease and CFO shall continue as the surviving entity (the "Surviving Corporation").
2. Effective Time. The "Effective Time" of the merger shall be January 1, 2011.
3. Articles of Incorporation and Bylaws of the Surviving Corporation. The Articles of Incorporation of CFO as in effect immediately prior to the Effective Time shall become the Articles of Incorporation of the Surviving Corporation and shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until amended in accordance with the provisions thereof and applicable law. The Bylaws of CFO as in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation until amended in accordance with the provisions thereof and applicable law.
4. Effects of the Merger. As a result of the Merger, the Surviving Corporation shall have all the rights, privileges, immunities and franchises, public or private, and all property, real, personal, and mixed, and all debts due on whatever account, and all other choses in action of CFO and the Corporation. All interests of or belonging to or due to CFO or the Corporation are considered to be transferred to and vested in the Surviving Corporation without further act or deed. The title to real estate, or any interest in real estate, vested in CFO or the Corporation shall not revert or be in any way impaired because of the Merger. The Surviving Corporation shall be responsible and liable for all liabilities and obligations of CFO and the Corporation. A claim existing or action or proceeding pending by or against CFO or the Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. The rights of creditors and a lien upon the property of CFO or the Corporation are not impaired by the Merger.

The Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable to vest in and confirm to the Surviving Corporation title to and possession of any property of the Corporation acquired or to be acquired by reason of, or as a result of, the Merger and otherwise

to carry out the intent and purposes hereof and the proper officers and Directors of the Corporation are fully authorized in the name of the Corporation or otherwise to take any and all such action.

5. Effect on Capital Stock. At the Effective Time, by virtue of the Merger, and without any further action on the part of CFO or the Corporation, (i) each share of CFO issued and outstanding immediately prior to the Effective Time shall continue to represent one issued share of the Surviving Corporation; and (ii) each share of the Corporation issued and outstanding immediately prior to the Effective Time shall be canceled and retired and shall cease to exist with no payment being made with respect thereto.

6. Board of Directors. Subject to applicable law, the Board of Directors of CFO immediately prior to the Effective Time shall be the Board of Directors of the Surviving Corporation and shall hold office until their respective successors are duly elected, or their earlier death, resignation or removal as further provided for in the Bylaws of the Surviving Corporation.

7. Officers. The officers of CFO immediately prior to the Effective Time shall become the officers of the Surviving Corporation and shall hold office until their respective successors are duly elected, or their earlier death, resignation or removal as further provided for in the Bylaws of the Surviving Corporation.

8. Entire Agreement; Assignment. This Agreement and the documents and the instruments referred to herein constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and thereof. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by either party (whether by operation of law or otherwise) without the prior written consent of the other party. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

9. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

10. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

[Signature page follows]

WHEREFORE, the parties have duly executed this Agreement as of the date first written above.

CFO SYNERGY, INC.,
a Michigan corporation

By: _____

Jim H. Smith

Its: _____

President

CFO SYNERGY, INC.,
a Florida corporation

By: _____

Jim H. Smith

Its: _____

President