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EFFECTIVE DATE
1-1-2012

FILED
2011 DEC 29 AM 11:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

TBROWN

1-5-12

Rhoades McKee_{PC}
attorneys & counselors

161 Ottawa Avenue NW, Suite 600
Grand Rapids, MI 49503-2793
Phone 616.235.3500 Fax 616.233.5269
RhoadesMcKee.com

GRAND RAPIDS
GRAND HAVEN

December 28, 2011

Edward B. Goodrich
direct dial (616) 233-5213
ebgoodri@rhoadesmckee.com

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

VIA FEDERAL EXPRESS

Re: Articles of Merger

Dear Sir/Madam:

Enclosed for filing with the Florida Department of State are the following:

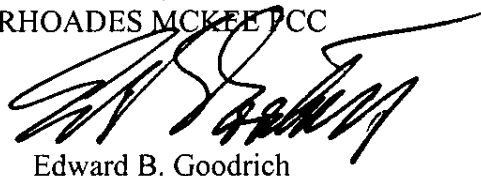
1. Articles of Merger (Profit Corporation) form;
2. Copy of the Plan of Merger; and
3. A check in the amount of \$78.75.

I am requesting that one Certified Copy be returned to me at the above address.

If you have any questions or concerns, please feel free to contact me.

Very truly yours,

RHOADES MCKEE PCC



Edward B. Goodrich

/klm
Enclosures

Typed or Printed Name of Individual & Title

CJ Slagter, Inc.

Cynthia J. Soder

Cynthia J. Slagter, President

C. Slagter Construction, Inc.

Cynthia J. Baxter

Cynthia J. Slagter, President

**AGREEMENT AND PLAN OF MERGER OF
C. SLAGTER CONSTRUCTION, INC., A MICHIGAN CORPORATION
WITH AND INTO CJ SLAGTER, INC., A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of ~~Dec.~~
~~20, 2011~~, by and between CJ SLAGTER, INC., a Florida Corporation ("Surviving Corporation")
and C. SLAGTER CONSTRUCTION, INC., a Michigan Corporation ("Merging Company"),
said two companies being hereinafter sometimes referred to collectively as the "Constituent
Companies";

WHEREAS, the Board of Directors and Shareholders of the Florida Surviving
Corporation and the Board of Directors and Shareholders of the Michigan Merging Company
deem it advisable and in the best interests of the Constituent Companies that C. Slagter
Construction, Inc. be merged with and into CJ Slagter, Inc., with CJ Slagter, Inc. being the
Florida Surviving Corporation, under and pursuant to the laws of the State of Florida and the
State of Michigan and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 C. Slagter Construction, Inc. shall be merged with and into CJ Slagter, Inc. in
accordance with the laws of the State of Michigan and the State of Florida. The separate
corporate existence of C. Slagter Construction, Inc., a Michigan corporation, shall thereby cease,
and CJ Slagter, Inc., the Florida corporation, shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be
"CJ Slagter, Inc."

1.3 On the Effective Time of the Merger (as defined in Section 2.1 below), the
separate corporate existence of C. Slagter Construction, Inc., the Michigan Merging Company,
shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time
the Florida Surviving Corporation shall possess all of the rights, privileges, immunities and
franchises, to the extent consistent with its Articles of Incorporation. All the rights, privileges,
powers and franchises of the Merging Company, of a public as well as of a private nature, and all
property, real, personal and mixed of the Merging Company, and all debts due on whatever
account to it, including all choices in action and all and every other interest of or belonging to it,
shall be taken by and deemed to be transferred to and vested in the Surviving Corporation
without further act or deed; and all such property, rights, privileges, immunities and franchises,
of a public as well as of a private nature, and all and every other interest of the Merging
Company shall be thereafter as effectually the property of the Surviving Corporation as they were
of the Merging Company.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to
all the duties and liabilities of a corporation organized under the Florida Business Corporation

Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Companies. The rights of the creditors of the Constituent Companies, or of any person dealing with such Constituent Companies, or any liens upon the property of such Constituent Companies, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such Constituent Companies may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Company. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective on January 1, 2012 as set forth in the Articles of Merger filed with the Florida Department of State, Division of Corporations. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Companies shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Companies, or either of them, the officers and directors and members of the Constituent Companies shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE III

CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of CJ Slagter, Inc., the Florida corporation, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger except as provided in the Certificate of Merger.

3.2 The Bylaws of CJ Slagter, Inc., the Florida corporation, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of CJ Slagter, Inc. immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation, CJ Slagter, Inc., a Florida corporation, presently has issued and outstanding One Thousand (1,000) shares of common voting stock, all of which are owned by Cynthia J. Slagter.

4.2 The Merging Company, C. Slagter Construction, Inc., a Michigan corporation, presently has One Thousand (1,000) shares of common voting stock, all of which are owned by Cynthia J. Slagter.

4.3 At the Effective Time of the Merger, all of the One Thousand (1,000) shares of the common voting stock of C. Slagter Construction, Inc., the Merging Company, shall be cancelled and the One Thousand (1,000) shares of the common voting stock of CJ Slagter, Inc., the Surviving Corporation, shall be all of the issued and outstanding shares.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors and Shareholders of either of the Constituent Companies may, in their sole discretion and at any time prior to the filing with the State of Michigan of the necessary Certificate of Share Exchange giving effect to the merger, or the filing with the State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Companies. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Companies or its Directors, Officers or Shareholders respect of this Agreement and Plan of Merger.

5.2 This Agreement and Plan of Merger embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the duly authorized officers of the Constituent Companies pursuant to the unanimous authorization by the Board of Directors and Shareholders of the Constituent Companies, all as of the day and year first above written.

CJ SLAGTER, INC.

By: Cynthia J. Slagter
Cynthia J. Slagter
Its: President, Shareholder and Sole Director

C. SLAGTER CONSTRUCTION, INC.

By: Cynthia J. Slagter
Cynthia J. Slagter
Its: President, Shareholder and Sole Director