

# 480778

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

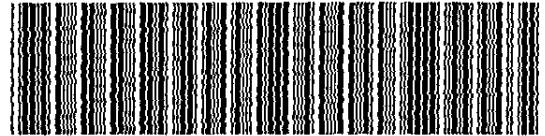
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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RECEIVED  
03 JUL 30 AM 11:55  
DIVISION OF CORPORATION

FILED  
03 JUL 30 PM 1:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*1/30/03*



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032  
REFERENCE : 185579 4812503  
AUTHORIZATION : *Patricia Pigato*  
COST LIMIT : \$ 70.00

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ORDER DATE : July 28, 2003

ORDER TIME : 9:59 AM

ORDER NO. : 185579-005

CUSTOMER NO: 4812503

CUSTOMER: Melissa D. Richason  
Faegre & Benson  
Bldg. 90, 2200 Wells Fargo  
Building 90 S. Seventh Street  
Minneapolis, MN 55402-3901

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ARTICLES OF MERGER

BENTLEY'S LUGGAGE CORP.

INTO

WWT INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Sara Lea

EXAMINER'S INITIALS: \_\_\_\_\_

ARTICLES OF MERGER

OF

BENTLEY'S LUGGAGE CORP.,  
a Florida corporation,

WITH AND INTO

WWT, INC.,  
a Delaware corporation

FILED  
03 JUL 30 PM 1:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To the Secretary of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporation and the foreign corporation herein named do hereby adopt the following Articles of Merger and do hereby certify as follows:

1. Annexed hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan of Merger") for merging BENTLEY'S LUGGAGE CORP., a Florida corporation (the "Terminating Corporation"), with and into WWT, INC., a Delaware corporation ("WWT").

2. The Plan of Merger was approved and adopted by unanimous written consent in lieu of a meeting by the Board of Directors of the Terminating Corporation on July 28, 2003. The Plan of Merger was approved and adopted by written consent in lieu of a meeting by the sole shareholder of the Terminating Corporation on July 28, 2003.

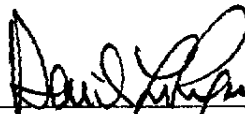
3. The Plan of Merger was approved and adopted by unanimous written consent in lieu of a meeting by the Board of Directors of WWT on July 28, 2003. The Plan of Merger was approved and adopted by written consent in lieu of a meeting by the sole shareholder of WWT on July 28, 2003.

4. WWT will be the surviving corporation following the merger herein provided for.

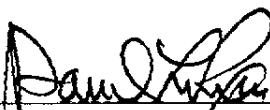
5. The effective time and date of these Articles of Merger and the merger herein provided for shall be 11:59 p.m. on July 30, 2003.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed as of the 29<sup>th</sup> day of July, 2003.

BENTLEY'S LUGGAGE CORP.

By:   
Name: David L. Rogers  
Title: President

WWT, INC.

By:   
Name: David L. Rogers  
Title: President

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AGREEMENT AND PLAN OF MERGER  
between  
WWT, Inc., a Delaware corporation,  
and  
Bentley's Luggage Corp., a Florida corporation

This Agreement and Plan of Merger (this "Agreement"), dated as of the 29<sup>th</sup> day of July, 2003, is made by and between WWT, Inc., a Delaware corporation governed by the Delaware General Corporation Law ("WWT"), and Bentley's Luggage Corp., a Florida corporation governed by the Florida Business Corporation Act ("Bentley's").

1. Address, etc. The address of the principal place of business of each of WWT and Bentley's is 7401 Boone Avenue North, Brooklyn Park, Minnesota 55428.

2. Merger and Effective Time. Pursuant to Section 252 of the Delaware General Corporation Law and the applicable provisions of the Florida Business Corporation Act, Bentley's shall be merged with and into WWT, with WWT being the surviving corporation (the "Surviving Corporation") (such merger being referred to as the "Merger"). The Merger shall be effective (the "Effective Time") at 11:59 p.m. (Delaware time) on July 30, 2003.

3. Ownership Interests. WWT owns all of the capital stock of Bentley's. At the Effective Time, the ownership interests of the constituent corporations shall be treated as follows:

(a) Each share of capital stock of Bentley's issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled, and no consideration therefor shall be payable to such holder.

(b) Each share of capital stock of WWT issued and outstanding immediately before the Effective Time shall remain outstanding as capital stock of the Surviving Corporation without change.

4. Corporate Existence. At the Effective Time, the corporate existence of Bentley's shall cease, and the corporate existence of WWT, as the Surviving Corporation, shall continue under, and shall be governed by, the laws of the State of Delaware.

5. Corporate Charter and Bylaws. The Certificate of Incorporation and Bylaws of WWT immediately before the Effective Time shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation immediately after the Effective Time.

6. Officers and Directors. The directors of WWT immediately prior to the effectiveness of the Merger shall be the directors of the Surviving Corporation, subject to the applicable provisions of the Bylaws of the Surviving Corporation, until the expiration of the

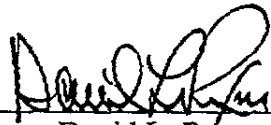
respective terms of such directors for which they were elected and until their respective successors are elected and have qualified or as otherwise provided in the Bylaws of the Surviving Corporation. The officers of WWT immediately prior to the effectiveness of the Merger shall be the officers of the Surviving Corporation until their respective successors are chosen and have qualified or as otherwise provided in the Bylaws of the Surviving Corporation.

7. Filings. In accordance with this Agreement and for the purposes of carrying out the Merger, each of WWT and Bentley's shall file all necessary documents with the appropriate governmental officials of its state of incorporation.

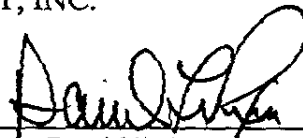
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IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its duly authorized officer, as of the date first written above.

BENTLEY'S LUGGAGE CORP.

By:   
Name: David L. Rogers  
Title: President

WWT, INC.

By:   
Name: David L. Rogers  
Title: President

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