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01 NOV -2 PM 2:56  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 0721 0000

REFERENCE : 295869 8739A

AUTHORIZATION : *Patricia Pigato*

COST LIMIT : \$ 70.00

ORDER DATE : November 2, 2001

ORDER TIME : 10:29 AM

ORDER NO. : 295869-005

CUSTOMER NO: 8739A

CUSTOMER: Jonathan Shepard, Esq  
Siegel Lipman Dunay & Shepard,  
Suite 801  
5355 Town Center Road  
Boca Raton, FL 33486

*11/5/01 merger*

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01 NOV -2 AM 11:27  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

DC POWER PRODUCTS ACQUISITION  
CORP.

INTO

800004664238--7

NATIONAL RESIDENTIAL  
PROPERTIES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX        PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull

EXAMINER'S INITIALS:

*OR*  
*11/2/01*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

DC POWER PRODUCTS ACQUISITION CORP., a Florida corporation  
P01000100393

into

NATIONAL RESIDENTIAL PROPERTIES, INC., a Nevada entity  
F95000003971

File date: November 2, 2001 , effective 11-5-01

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Amount charged: 70.00

EFFECTIVE DATE  
11/5/01

FILED  
01 NOV -2 PM 2:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
DC POWER PRODUCTS ACQUISITION CORP.  
INTO  
NATIONAL RESIDENTIAL PROPERTIES, INC.**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to Sections 607.1104 and 607.1105, F.S.

**FIRST:** The name and jurisdiction of the surviving corporation is National Residential Properties, Inc., a Nevada corporation.

**SECOND:** The name and jurisdiction of the merging corporation is DC Power Products Acquisition Corp., a Florida corporation.

**THIRD:** The Plan of Merger is attached.

**FOURTH:** The merger shall become effective on November 5, 2001.

**FIFTH:** The Plan of Merger was adopted by the board of directors of the surviving corporation on October 31, 2001, and shareholder approval was not required.

**SIXTH:** The Plan of merger was adopted by the Board of Directors of the merging corporation on October 31, 2001, and shareholder approval was not required.

**SEVENTH:** The sole shareholder of the merging corporation waived the mailing requirement of the plan of merger pursuant to 607.1104(2), F.S.

DC POWER PRODUCTS  
ACQUISITION CORP.,  
a Florida corporation

By:   
Christopher Astrom, President

NATIONAL RESIDENTIAL  
PROPERTIES, INC., a Nevada  
corporation

By:   
Richard Astrom, President

## **PLAN OF MERGER**

THIS AGREEMENT made and entered into as of this 31<sup>st</sup> day of October, 2001, by and between National Residential Properties, Inc, a Nevada corporation ("NRPI") with offices at 2921 Northwest 6<sup>th</sup> Avenue, Miami, Florida 33127 and DC Power Products Acquisition Corp., a Florida corporation ("DC Power") with offices at 2921 Northwest 6<sup>th</sup> Avenue, Miami, Florida 33127.

WHEREAS, all the issued and outstanding capital stock of DC Power is owned by NRPI; and

WHEREAS, the Parties agree that it would be in their respective best interests to merge.

NOW, THEREFORE, in consideration of the provisions and the representations, warranties and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **SECTION 1**

#### **TERMS AND CONDITIONS OF STOCK EXCHANGE AND MERGER**

(a) On the "Effective Date," as hereinafter defined, the following shall be or shall have been done:

(i) NRPI and DC Power shall have obtained approval for this Agreement and the transactions described herein by their respective Boards of Directors and, as to DC Power, by its sole shareholder, pursuant to the applicable provisions of Nevada and Florida law;

(ii) DC Power shall merge into NRPI and cease to exist;

(iii) NRPI shall thereupon and thereafter possess, and be the owner of, all the rights, privileges, powers, franchises, patents, trademarks, licenses, and other assets and accounts receivable of every kind and description of DC Power, and NRPI shall be subject to all the restrictions, disabilities, and duties of DC Power with respect thereto; and all property, real, personal or mixed, and all debts and obligation due to DC Power on whatever account shall be vested in NRPI; and all rights of creditors and all liens upon any property of DC Power shall be preserved unimpaired; and all debts, liabilities, duties, and obligations of DC Power [including obligations of DC Power on account of (A) stock subscriptions to which DC Power is a party; (B) debentures of DC Power; and (C) stock conversion obligations with respect to Debentures of DC Power], shall henceforth attach to NRPI, and may enforced against NRPI to the same extent as if said debts, liabilities, duties, and obligations had been incurred or contracted by NRPI.

(iv) If, at any time after the Effective Date, NRPI shall consider or be advised that any further assignments or assurances and law or any other acts are necessary or desirable (A) to vest, perfect or confirm, of record or otherwise, in NRPI, title to and possession of any property or right of DC Power acquired or to be acquired by reason of, or in connection with, this Merger, or (B) otherwise to carry out the purposes of this Merger, DC Power and its officers and directors shall be deemed to have granted to NRPI 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 property or rights in NRPI addition and otherwise to carry out the purposes of this Merger; and the proper officers and directors of NRPI are fully authorized in the name of DC Power otherwise to take any and all such action(s);

(v) DC Power's 8% Series A \$1,000,000.00 Senior Subordinated Convertible Redeemable Debentures due October 17, 2003 (the "DC Power Debenture"), together with authorized but unissued underlying shares of DC Power's common stock, par value \$0.001 per share (the "DC Power Common Stock"), into which the DC Power Debenture is convertible from time to time, shall be converted into an identical NRPI debenture (the "NRPI Debenture"), together with authorized but unissued underlying shares of common stock, Par Value \$0.001 per share, of NRPI into which the new NRPI Debenture may be converted (the "NRPI Common Stock");

(vi) All of the issued and outstanding shares of the Common Stock, par value \$0.01 per share, of DC Power held by NRPI prior to the Effective Date may, by virtue of the merger, and without any further action of NRPI, be canceled simultaneously with the effectiveness of this merger.

(vii) Until surrendered and exchanged as herein provided, each outstanding certificate which, prior to the Effective Date, represented a DC Power security, shall be deemed for all corporate purposes to evidence ownership of the appropriate number of securities of NRPI into which the DC Power security shall have been so converted;

(viii) Subject to Sub-section (vi), above, each holder of a certificate representing issued and outstanding securities of DC Power immediately prior to the Effective Date of the merger shall, upon surrender of such certificate to NRPI after the Effective Date, be entitled to receive a certificate representing the appropriate number of shares of securities of NRPI as described above;

(ix) If any certificate representing a NRPI security is to be issued in a name other than that in which the certificate surrendered is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall either pay to NRPI or its transfer agent any transfer or other taxes required by reason of

the issuance of certificates representing a NRPI security in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of NRPI or its transfer agent that such tax has been paid or is not applicable; and

(x) The officers and directors of DC Power shall resign their positions.

(b) The right to transfer restricted securities may be permitted if, in the opinion of counsel satisfactory to NRPI, the securities may be transferred pursuant to an exemption from registration under the Act.

(c) This merger shall become effective ("Effective Date") on the day set forth in the Articles of Merger to be filed with the Secretary of State of Nevada by the parties as soon as practicable after the date this Agreement is signed.

### SECTION 3 TERMINATION

This Agreement may be terminated at any time prior to the filing of the Articles of Merger in the office of the Secretary of the State of Nevada by mutual consent of DC Power and NRPI.

### SECTION 4 MISCELLANEOUS

(a) Notices. All notices or requests, demands and other communications hereunder shall be deemed to have been duly given if in writing and delivered or mailed postage prepaid to the parties as follows:

If to NRPI:	Richard Astrom, President National Residential Properties, Inc, 2921 NW 6th Avenue Miami, Florida 33127
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If to DC Power:	Christopher Astrom, President DC Power Products Acquisition Corp. 2921 NW 6th Avenue Miami, Florida 33127
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The address of any Party for any such notice, request or other communication may be changed by giving notice of such change to the other parties as herein above provided.

(b) Fees and Expenses. Each of the Parties will bear its own costs and expenses in connection with the negotiation and the consummation of this Agreement.

(c) Amendment. This Agreement may be amended by mutual agreement of the Parties at any time prior to the Effective Date. All amendments must be in writing equal in dignity to this Agreement.

(d) Further Assurances. The Parties shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Each such Party shall use its best efforts to fulfill or obtain the fulfillment of the conditions.

(e) Governing Law. This Agreement shall be deemed to have been entered into under the laws of the State of Florida and the rights and obligations of the parties hereunder shall be governed and determined according to the Laws of Florida without regard to applicable conflicts of laws.

(f) Resolution of Disputes. All disputes concerning this Agreement or any claim or issue of any nature (whether brought by the parties hereto or by any other person whatsoever) arising from or relating to this Agreement or to the corporate steps taken to enter into it (including, without limitation, claims for alleged fraud, breach of fiduciary duty, breach of contract, tort, etc.) which cannot be resolved within reasonable time through discussions between the opposing entities, shall be resolved solely and exclusively by means of arbitration to be conducted in Dade County, Florida, which arbitration will proceed in accordance with the rules of the American Arbitration Association (or any successor organization thereto) then in force for resolution of commercial disputes.

The Arbitrators themselves shall have the right to determine and to arbitrate the threshold issue of arbitrability itself; the decision of the Arbitrators shall be final, conclusive, and binding upon the opposing entities; and a judgment upon the award may be obtained and entered in any federal or state court of competent jurisdiction.

Each entity or party involved in litigation or arbitration shall be responsible for its own costs and expenses of any litigation or arbitration proceeding, including its own attorney's fees (for any litigation, arbitration, and any appeals).

(g) Entire Agreement and Counterparts. This Agreement and the documents incorporated by reference and made a part of it and any other instruments and agreements to be delivered in conjunction herewith constitute the entire agreement between the parties with respect to the transactions contemplated herein and supersede all prior agreements and understandings, whether written or oral, of the parties with respect thereto. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

(h) Construction. This Agreement shall be construed within the fair meaning of each of its terms and not against the party drafting the document.

(i) Waiver of Notice and Mailing. Pursuant to Section 92A.180.3 NRS, NRPI as the sole owner of its subsidiary, DC Power, has, and does hereby waive, the Plan Summary notice and mailing requirements set forth in Section 92A.180 NRS and F.S. Section 607.1104(2).

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto under their respective seals, as of the day and year first above written.

NATIONAL RESIDENTIAL PROPERTIES, INC

By:   
Richard Astrom, President

By:   
Christopher Astrom, Secretary

DC POWER PRODUCTS ACQUISITION CORP.

By:   
Christopher Astrom, President

By:   
Richard Astrom, Secretary