

LD9000060252

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

(Document Number)

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

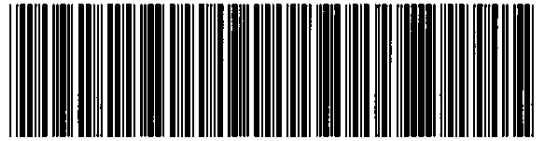
Special Instructions to Filing Officer:

**L. SELLERS**

JUN 22 2009

**EXAMINER**

Office Use Only



200155949122

06/18/09--01005--025 \*\*105.00

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

09 JUN 19 PM 2:47

FILED

**ARTICLES OF MERGER**

The following Articles of Merger are being submitted in accordance with Sections 607.1105 of the Florida Statutes:

**FIRST:** The name, street address of its principal office, jurisdiction, and entity type of the merging party (the "Merged Entity") is as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Webber Electronics, Inc. 38887 Taylor Parkway North Ridgeville, OH 44039	Ohio	Corporation

FEIN: 34-1780175

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Powercords LTD. 38887 Taylor Parkway North Ridgeville, OH 44039	Ohio	Limited Partnership

FEIN:

**SECOND:** The name, street address of its principal office, jurisdiction, and entity type of the surviving entity is as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Webber Powercords, LLC 3511 Wedgewood Lane, Suite 125 Lady Lake, FL 32162	Florida	Limited Liability Company <i>LD9-60252</i>

Florida Document/Registration Number:  
FEIN: 34-1780175

**THIRD:** The Plan of Merger is attached hereto as Exhibit A.

**FOURTH:** The Plan of Merger was approved by the shareholders holding a majority of the issued and outstanding shares of common stock of the Merged Entity on May 7, 2009.

**FIFTH:** The Plan of Merger was approved by all of the directors of the Surviving Entity on May 7, 2009; shareholder approval was not required.

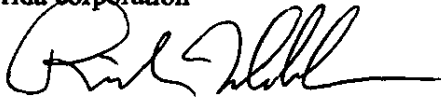
**SIXTH:** These Articles of Merger shall be effective upon their filing with the Florida Department of State;

FILED  
09 JUN 19 PM 2:47  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA


**SEVENTH:** This merger is permitted by all laws of the State of Florida and is not prohibited by the Articles of Incorporation or Bylaws of the Surviving Entity or the Articles of Incorporation or Bylaws of the Merger Entity.

These Articles of Merger comply with and were executed in accordance with the laws of the State of Florida this 15<sup>th</sup> day of May, 2009.

WEBBER ELECTRONICS, INC.,  
a Florida corporation

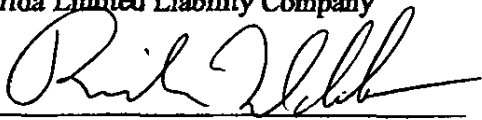
By:   
Rick Webber  
President

POWERCORDS LTD.  
An Ohio Limited Partnership



By:   
Rick Webber  
President

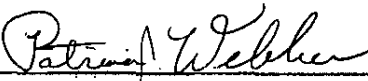
“Merged Entity”

WEBBER POWERCORDS, LLC  
a Florida Limited Liability Company

By:   
Rick Webber  
Managing Member

“Surviving Entity”

Approved By:   
By:   
Rick Webber  
Managing Member

By:   
Patricia Webber  
Managing Member

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is effective as of the 15<sup>th</sup> day of May, 2009, by and between WEBBER ELECTRONICS, INC. AND POWERCORDS LTD, an Ohio Limited Partnership and WEBBER POWERCORDS, LLC, a Florida limited liability company (collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties hereto desire to effect a statutory tax-free merger pursuant to Section 607.1101 of the Florida Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code (the "Merger"), pursuant to which WEBBER ELECTRONICS, INC. AND POWERCORDS LTD shall merge with and into with WEBBER POWERCORDS, LLC being the corporation surviving the Merger (the "Surviving Corporation") (where applicable, all future references in this Agreement to WEBBER POWERCORDS, LLC or the Surviving Corporation shall be deemed to mean one and the same); and

**WHEREAS**, The Board of Directors of WEBBER ELECTRONICS, INC. and POWERCORDS LTD and the Board of Directors of WEBBER POWERCORDS, LLC have each determined that it is advisable and for the mutual benefit of their respective corporations and shareholders that WEBBER ELECTRONICS, INC. and POWERCORDS LTD merge with and into WEBBER POWERCORDS, LLC pursuant to the applicable provisions of the State of Florida, and have approved this Agreement and Plan of Merger (the "Agreement") and the Articles of Merger.

**NOW, THEREFORE**, in consideration of these premises and the respective mutual promises contained herein, the Parties agree as follows:

1. **Merger:**

(a) **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Date (as hereinafter defined):

(i) WEBBER ELECTRONICS, INC. and POWERCORDS LTD shall be merged with and into WEBBER POWERCORDS, LLC, whereupon the separate existence of WEBBER ELECTRONICS, INC. and POWERCORDS LTD shall cease and WEBBER POWERCORDS, LLC, as the Surviving Corporation, shall continue its corporate existence as the surviving corporation under the laws of the State of Florida;

(ii) The Surviving Corporation shall succeed, without further act or deed on the part of any of the Parties, to all of the rights, privileges and properties, and shall subject al all of the duties, liabilities and obligations of

09 JUN 19 PH  
FILED  
SECRETARY OF STATE  
TALLAHASSEE FL

WEBBER ELECTRONICS, INC. and POWERCORDS LIMITED, INC. from and after the Effective Date.

(iii) The Surviving Corporation will carry on business with the assets of WEBBER ELECTRONICS, INC. and POWERCORDS LTD, as well as with the assets of WEBBER POWERCORDS, LLC

(b) **Filing of Merger Documents.** As soon as practicable after the execution hereof, WEBBER ELECTRONICS, INC., POWERCORDS LTD and WEBBER POWERCORDS, LLC will deliver for filing to the Florida Department of State duly executed Articles of Merger, and will take such other and further actions, as may be required to make the Merger effective as soon as possible. The Merger shall be effective as of the time of filing of the Articles of Merger (the "Effective Date").

(c) **Conversion of WEBBER ELECTRONICS, INC. and POWERCORDS LTD Shares.** Subject to Section 2 below, at the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, each share of common stock of WEBBER ELECTRONICS, INC. and POWERCORDS LTD shall be converted into and exchanged for an interest in the surviving limited liability company. Each such share of the common stock of WEBBER ELECTRONICS, INC. and POWERCORDS LTD shall be canceled and shall cease to exist. Richard Webber and Patricia Webber shall own 100% of the interest in WEBBER POWERCORDS, LLC, as tenants by the entirety.

(d) **Corporation Governance.** The Articles of Incorporation and the bylaws of WEBBER POWERCORDS, LLC shall continue as the Articles of Incorporation and bylaws of the Surviving Corporation.

2. **Further Assurances and Cooperation.** The Parties agree that they shall take such further actions, including the preparation, execution, acknowledgement, delivery and filing of all documents, agreement and instruments, necessary or reasonably appropriate to consummate the transactions and fulfill the intent of the parties hereto as contemplated by this Agreement.

3. **Representations and Warranties of WEBBER ELECTRONICS, INC. and POWERCORDS LTD.** As a material inducement to WEBBER POWERCORDS, LLC to execute this Agreement and perform its obligations under this Agreement, WEBBER ELECTRONICS, INC. and POWERCORDS LTD represents and warrants to WEBBER POWERCORDS, LLC as follows:

(a) **Organization and Authority.** WEBBER ELECTRONICS, INC. and POWERCORDS LTD are a corporation and limited partnership duly organized, validly existing, and with active status under the laws of the State of Ohio and has all requisite power and authority to carry on its business as it is now being conducted and to own the properties and assets owned by it.

FILED  
JUN 19 PM 2:47  
DEPARTMENT OF STATE  
TALLAHASSEE FLORIDA

(b) **Capitalization.** All of the WEBBER ELECTRONICS, INC. and POWERCORDS LTD shares of common stock, are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) **Authority Relative to this Agreement.** WEBBER ELECTRONICS, INC. AND POWERCORDS LIMITED, INC. have requisite power and authority to enter into and perform this Agreement, and the execute, delivery and performance of this Agreement and execution of additional documents and the taking of all necessary actions necessary or appropriate to consummate the transaction contemplated in this Agreement have been duly authorized by WEBBER ELECTRONICS, INC. AND POWERCORDS LTD. No further corporate authorization is necessary to consummate the transactions contemplated hereby.

4. **Representations and Warranties of WEBBER POWERCORDS, LLC.** As a material inducement to WEBBER ELECTRONICS, INC. AND POWERCORDS LTD to execute this Agreement and perform its obligations under this Agreement, WEBBER POWERCORDS, LLC represents and warrants to WEBBER ELECTRONICS, INC. AND POWERCORDS LTD as follows:

(a) **Organization and Authority.** WEBBER POWERCORDS, LLC is a limited liability company duly organized, validly existing, and with active status under the laws of the State of Florida and has all requisite corporate power and authority to carry on its business as it is not being conducted and to own the properties and assets owned by it.

(b) **Capitalization.** WEBBER POWERCORDS, LLC has authorized one certificate of ownership interest to be issued to Patricia Webber and Rick Webber as tenants by the entireties, which certificate will represent all of the validly issued and outstanding certificates, fully paid, and nonassessable on the date of this Agreement. For income tax purposes, any and all income shall be deemed the income of Patricia Webber, and her tax returns or any joint tax returns shall reflect the income received or imputed from Webber Powercords, LLC as her income.

(c) **Authority Relative to this Agreement.** WEBBER POWERCORDS, LLC has the requisite power and authority to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement and the execution of additional documents and the taking of necessary actions necessary or appropriate to consummate the transaction contemplated in this Agreement and have been duly authorized by WEBBER POWERCORDS, LLC. No further corporation authorization is necessary to consummate the transactions contemplated hereby.

5. **Miscellaneous.**

(a) **Survival of Representations, Warranties, Exhibits.** The representations and warranties of all Parties contained in this Agreement and the exhibits hereto, shall survive the consummate of the Merger.

(b) **Entire Agreement; Amendment.** This Agreement and the exhibits hereto, and any written amendments thereof executed by the Parties to this Agreement, constitute the entire agreement, and supersede all prior agreements and understandings, oral or written, among the Parties to this Agreement. This Agreement may not be modified or otherwise amended except by an instrument in writing executed by the Parties to this Agreement.

(c) **Further Assurances.** The Parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further transfers, assignments, endorsements or other instruments as the parties or their counsel may reasonably request for the purpose of carrying out the transactions contemplated by this Agreement.

(d) **Attorneys' Fees.** The Parties hereto agree that, in the event any litigation should arise from the transaction described in this Agreement, the prevailing party shall be entitled, in addition to any award for damages, to recover its costs and expenses incurred in connection with such litigation (including its attorneys' fees).

(e) **Waivers.** No cores of dealing or any delay or failure on the part of any party hereto in exercising any right, power, privilege or remedy hereunder or under any other instrument given in connection with or pursuant to this Agreement shall impair any such right, power, privilege or remedy or be construed as a waiver of any breach, default or acquiescence relating thereto. No single or partial exercise, or any such right, power, privilege or remedy shall be construed as a waiver, or preclude the further exercise, of any such right, power, privilege or remedy or the exercise of any other right, power, privilege or remedy. No waiver shall be valid against any party hereto unless made in writing and signed by the parties against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(f) **Governing Law.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Florida. Any litigation arising from a dispute hereunder shall be litigated solely in the Circuit Court of the State of Florida in Orange County, Florida, or in the Federal District Court for the Middle District of Florida, Orlando Division, and the Parties hereto submit to the jurisdiction of such courts and agree that such courts shall be the sole situs of venue for the resolution of any such dispute through litigation.

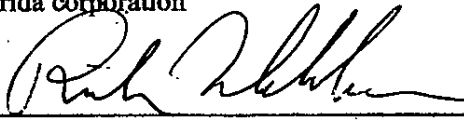
(g) **Headings and Captions.** The titles or captions of paragraphs and subparagraphs contained in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and therefore, such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms, provisions, representations, warranties, conditions, etc., in any manner or way whatsoever.

(h) **Binding Effect on Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, personal representatives, heirs and assigns.

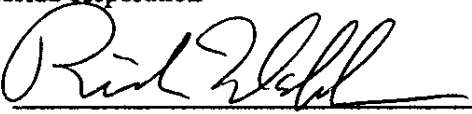
[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger effective the day and year first above written.

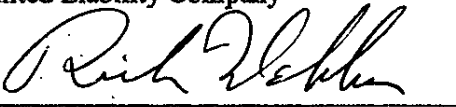
WEBBER ELECTRONICS, INC.,  
a Florida corporation

By:   
Rick Webber  
President


POWERCORDS LTD.  
a Florida corporation

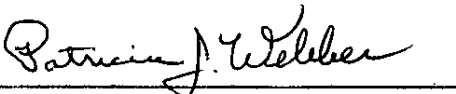
By:   
Rick Webber  
President

WEBBER POWERCORDS, LLC  
a Limited Liability Company

By:   
Rick Webber  
Managing Member

Approved By:

By:   
Rick Webber  
Managing Member

By:   
Patricia Webber  
Managing Member