

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

L11000144578

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H11000305383 3)))



H110003053833ABCY

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : TRENAM, KEMKER, SCHARF, BARKIN, FRYE, O'NEILL & MULLIS, P.A.
Account Number : 076424003301
Phone : (813) 223-7474
Fax Number : (813) 227-0435

09-4769/DBW

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

MERGER OR SHARE EXCHANGE
WWEC Merger, LLC

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$58.75

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 DEC 30 AM 11:42

Electronic Filing Menu

Corporate Filing Menu

Help

B. KOHR

DEC 30 2011

EXAMINER

EFFECTIVE DATE

1/1/2012

EFFECTIVE DATE

11/1/2012
(((H11000305383 3)))

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 DEC 30 AM 11:42

**Certificate of Merger
For
Florida Limited Liability Companies**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies, in accordance with §608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction and Document Number</u>	<u>Form/Entity Type</u>
Wind, Water & Energy Conservation, LLC	Florida L09000114820	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction and Document Number</u>	<u>Form/Entity Type</u>
WWEC Merger, LLC	Florida L11000144578	limited liability company

THIRD: The agreement and plan of merger attached to this Certificate as Exhibit A (the "Plan of Merger") was approved by each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The attached Plan of Merger was approved by all of the members of each limited liability company that is a party to the merger, in accordance with the applicable provisions of the Operating Agreement of each such limited liability company.

FIFTH: The effective time and date of the merger shall be 12:00 a.m. on January 1, 2012.

SIXTH: This Certificate is hereby signed by the sole Manager of each limited liability company that is a party to the merger.

Wind, Water & Energy Conservation, LLC

By: John E. Overmyer
John E. Overmyer, Manager

WWEC Merger, LLC

By: John E. Overmyer
John E. Overmyer, Manager

(((H11000305383 3)))

((H11000305383 3))

EXHIBIT A

Plan of Merger

((H11000305383 3))

(((H11000305383 3)))

**AGREEMENT AND PLAN OF MERGER
OF
WIND, WATER & ENERGY CONSERVATION, LLC
INTO
WWEC MERGER, LLC
- AND
ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION
OF WWEC MERGER, LLC**

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") is made and entered into this 30th day of December, 2011, by and between **WIND, WATER & ENERGY CONSERVATION, LLC**, a Florida limited liability company ("Merging Entity"), **WWEC MERGER, LLC**, a Florida limited liability company ("Surviving Entity"), and **LISA YACSO**, formerly known as **Lisa Yacso Overmyer** ("Lisa"), and **JOHN E. OVERMYER**, individually and as Trustee of the "John Eugene Overmyer Amended and Restated Trust," created U/A dtd November 8, 2007, as amended, with John Eugene Overmyer as Grantor ("Gene"). From time to time in this Plan, Merging Entity and Surviving Entity may be referred to collectively as the "Constituent Entities" and Lisa and Gene may be referred to collectively as the "Members."

WITNESSETH:

WHEREAS, Merging Entity is a limited liability company organized and existing under the laws of the State of Florida, its Articles of Organization having been filed in the Office of the Florida Secretary of State on December 2, 2009, under document No. L09000114820; and

WHEREAS, Surviving Entity is a limited liability company organized and existing under the laws of the State of Florida, its Articles of Organization having been filed in the Office of the Florida Secretary of State on December 28, 2011, under document No. L11000144578; and

WHEREAS, the membership interests in each of the Merging Entity and the Surviving Entity are held by the Members and in the same proportions in each of the Constituent Entities, but the Merging Entity inadvertently elected to be taxed as a corporation and as a "small business corporation" (a/k/a "S corporation") upon its creation, despite the stated intention of the Members that it be taxed as a partnership; and

WHEREAS, in order to conform the tax treatment of the operations of the business operated by the Members to their stated intention, the Members and the Constituent Entities have determined that it is desirable and in their best interests to: (1) merge Merging Entity with and into Surviving Entity in accordance with Sections 608.438 through 608.4383 of the Florida Limited Liability Company Act (the "Florida Act"), with Surviving Entity being the surviving limited liability company (such transaction being referred to in this Plan as the "Merger"), and (2) change the name of Surviving Entity; and

WHEREAS, the Operating Agreement (the "Operating Agreement") of each of Merging Entity and Surviving Entity requires the consent, approval or authorization by not less than all of the

(((H11000305383 3)))

Members to effectuate the Merger and, in the case of the Merging Entity, to convert into any other form of business enterprise.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Plan as an integral part hereof and not as mere recitals hereto, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, it is hereby agreed between Merging Entity and Surviving Entity that the terms and conditions of the Plan are as follows:

ARTICLE I

The Merger

1. The term "**Effective Date**" shall mean 12:00 a.m. on January 1, 2012, as long as, on that date, a Certificate of Merger has been filed by the Department of State of the State of Florida and all fees and taxes required by the Florida Act have been paid.

2. On the Effective Date, Merging Entity will be merged with and into Surviving Entity. The separate existence of Merging Entity shall cease on the Effective Date, and the existence of Surviving Entity will continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of a limited liability company organized under the Florida Act.

3. As amended pursuant to Article VII below, and until further amended, changed, or repealed subsequent to the Effective Date, Surviving Entity's Articles of Organization, as amended, and the Operating Agreement of Surviving Entity as in effect on the Effective Date shall be the Articles of Organization and Operating Agreement of Surviving Entity in the Merger.

4. The manager and officers of Surviving Entity on the Effective Date shall be and shall remain the manager and officers of Surviving Entity, holding their respective offices until their respective successors shall have been elected and qualified, unless they earlier die, resign, or are removed.

5. The Members, as the sole members of Merging Entity, hereby waive the right to receive a mailed copy of the Agreement and Plan of Merger prior to delivery of the Certificate of Merger to the Secretary of State of the State of Florida and waive any and all "appraisal rights," if any, to which they may be entitled pursuant to the applicable provisions of the Florida Act.

ARTICLE II

Effects of the Merger

On the Effective Date, Surviving Entity shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Merging Entity and of Surviving Entity, and

shall be responsible and liable for all liabilities and obligations of Merging Entity and of Surviving Entity.

ARTICLE III

Terms of the Transaction; Conversion of Membership Interests

The manner and basis of converting the outstanding membership interests in Merging Entity (each a "Merging Entity Membership Interest") into outstanding membership interests in Surviving Entity (each a "Surviving Entity Membership Interest") shall be as follows:

1. It is hereby acknowledged that Surviving Entity did not issue any Surviving Entity Membership Interests prior to the Merger, and any Surviving Entity Membership Interests that are held by a Member on and after the Merger shall be the Surviving Entity Membership Interests described in this Article III.
2. Each Merging Entity Membership Interest issued and outstanding on the Effective Date, and all rights in respect thereof, by virtue of the Merger and without any action on the part of the holder thereof, shall be converted into one Surviving Entity Membership interest.
3. Inasmuch as neither of the Constituent Entities issues any certificates evidencing the membership interests in that entity, as soon as practicable on or after the Effective Date, the Manager of Surviving Entity shall ensure that Schedule 18.2 of Surviving Entity's Operating Agreement reflects the proper number of Surviving Entity Membership Interests held by, and the Proportionate Share of, each Member.
4. The Constituent Entities acknowledge that the only membership interests that are issued and outstanding on the Effective Date shall be the membership interests described in this Article III as the Surviving Entity Membership interests.

ARTICLE IV

Further Assurances

If at any time Surviving Entity shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, confirm, or record in Surviving Entity the title to any property or rights of Merging Entity, or to otherwise carry out the provisions hereof, the proper officers and directors of Merging Entity as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Surviving Entity.

ARTICLE V

Expenses

Surviving Entity shall pay all expenses of accomplishing the Merger.

ARTICLE VI

Termination

At any time before the filing of the Certificate of Merger with the Department of State of the State of Florida, this Plan may be terminated and the Merger abandoned by mutual consent of the Members, and neither of the Constituent Entities, nor their managers, officers, employees or agents, shall have any liability by reason of this Plan or the termination hereof.

ARTICLE VII

Amendments to Surviving Entity's Articles of Organization

Upon the Effective Date, the provisions of Section 1 of Surviving Entity's Articles of Organization are hereby amended by deleting in its entirety Article I and by substituting, in lieu thereof, the following:

ARTICLE I

The name of this limited liability company (the "Company") is:

Wind, Water & Energy Conservation, LLC

[Rest of Page Left Intentionally Blank - Signature Page Follows]

(((H11000305383 3)))

IN WITNESS WHEREOF, each of the Constituent Entities has caused a duly authorized officer to execute and deliver this Agreement and Plan of Merger and Articles of Amendment, consisting of five (5) pages including this signature page, and each of the Members has executed and delivered this Agreement and Plan of Merger and Articles of Amendment to evidence her or his consent, on the day first above written.

Merging Entity:

WIND, WATER & ENERGY CONSERVATION, LLC,
a Florida limited liability company

By: John E. Overmyer
John E. Overmyer, Manager

Surviving Entity:

WWEC MERGER, LLC,
a Florida limited liability company

By: John E. Overmyer
John E. Overmyer, Manager

Members:

Lisa Yacso
LISA YACSO, formerly known as
Lisa Yacso Overmyer

John E. Overmyer, Trustee
JOHN E. OVERMYER, individually and as
Trustee of the "John Eugene Overmyer
Amended and Restated Trust," created U/A
dtd November 8, 2007, as amended, with John
Eugene Overmyer as Grantor

(((H11000305383 3)))