

P00000021034

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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C. LEWIS

JUL 25 2014

EXAMINER



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

July 14, 2014

ABBY BLAINE / SUMMIT POWER, INC.  
1270 NE DELTA SCHOOL ROAD  
LEE'S SUMMIT, MO 64064 US

SUBJECT: API, INC.  
Ref. Number: P00000021034

We have received your document for API, INC. and check(s) totaling \$43.75. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$35.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

The fee to file the merger is \$35.00 per party to the merger. The filing fee is 70.00, plus \$8.75 for the certified copy.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis  
Regulatory Specialist II

Letter Number: 614A00015019

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Summit Power, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Abby Blaine

Contact Person

Summit Power, Inc.

Firm/Company

1270 NE Delta School Road

Address

Lee's Summit, Missouri 64064

City, State and Zip Code

ablaine@summitpowerinc.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Abby Blaine

Name of Contact Person

at ( 877 ) 274-4237

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
API, Inc. P00000021034	Florida	Corporation
Summit Power, Inc.	Missouri	Corporation

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Summit Power, Inc.	Missouri	Corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to no more than 90 days after the date this document is filed by the Florida Department of State:

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**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1270 NE Delta School Road

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Lee's Summit, Missouri 64064

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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

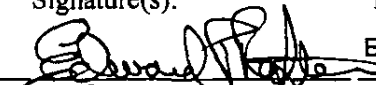
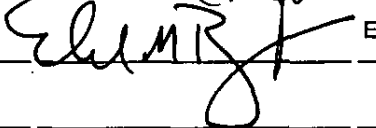
a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
API, Inc.		Ed Rafter, President
Summit Power, Inc.		Ed Rogers, Vice President

Corporations:

Chairman, Vice Chairman, President or Officer  
(If no directors selected, signature of incorporator.)

General Partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

**Fees:**

\$35.00 Per Party

**Certified Copy (optional):**

\$8.75

## PLAN OF MERGER

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
API, Inc.	Florida	Corporation
Summit Power, Inc.	Missouri	Corporation

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Summit Power, Inc.	Missouri	Corporation

**THIRD:** The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger of API, Inc.

A Florida Corporation, and Summit Power, Inc. a

Missouri Corporation

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger of API, Inc.

A Florida Corporation, and Summit Power, Inc. a

Missouri Corporation

*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger of API, Inc.

A Florida Corporation, and Summit Power, Inc. a

Missouri Corporation

*(Attach additional sheet if necessary)*



**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

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*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

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*(Attach additional sheet if necessary)*

**SEVENTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached Agreement and Plan of Merger of API, Inc.

A Florida Corporation, and Summit Power, Inc. a

Missouri Corporation

*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

See attached Agreement and Plan of Merger of API, Inc.

A Florida Corporation, and Summit Power, Inc. a

Missouri Corporation

*(Attach additional sheet if necessary)*

**AGREEMENT AND PLAN OF MERGER  
OF  
API, INC., A FLORIDA CORPORATION  
AND  
SUMMIT POWER, INC., A MISSOURI CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 19, 2014 (the "Agreement") is between API, Inc.(API), a Florida Corporation and Summit Power, Inc. (Summit Power), a Missouri Corporation.

**Recitals**

WHEREAS, API is a corporation duly organized and existing under the laws of the state of Florida and has authorized capital stock of twenty thousand (20,000) shares, with no par value, of which ten thousand (10,000) shares are designated Class A Regular Voting Common Stock ("Voting Stock") and of which ten thousand (10,000) shares are designated Class B Non-Voting Stock ("Non-Voting Stock"). As of the date of this agreement, 500 shares of Voting Stock are issued and outstanding.

WHEREAS, Summit Power is a corporation duly organized and existing under the laws of the state of Missouri and has an authorized capital stock of 30,000 shares par value \$1 per share, all of which are designated "Capital Stock". As of the date of this agreement, 500 shares of Capital Stock are issued and outstanding.

WHEREAS, the Board of Directors of API has determined that it is advisable and in the best interest of API and its stockholders that API merge with and into Summit Power, with Summit Power as the surviving entity upon the terms and conditions herein provided.

WHEREAS, the Board of Directors of Summit Power has determined that it is advisable and in the best interest of Summit Power and its stockholders that API merge with and into Summit Power with Summit Power as the surviving entity upon the terms and conditions herein provided.

WHEREAS, for United States federal income tax purposes, the parties hereto intend the Merger (as defined below) shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, and this Agreement is hereby adopted as a plan of reorganization for purposes of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder.

WHEREAS, the respective Boards of Directors of API and Summit Power have approved this agreement and directed this agreement be submitted to vote of the respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein API and Summit Power hereby agree, subject to the terms and conditions hereinafter set forth as follows:

### **Merger**

1 **Merger.** In accordance with the provisions of this Agreement, the Florida Business Corporation Act and the General Business and Corporation Law of Missouri, API shall be merged into Summit Power (the Merger), the separate existence of API shall cease and Summit Power shall survive the Merger and shall continue to be governed by the laws of the State of Missouri, and Summit Power shall be, and is herein sometimes referred to as, the 'Surviving Corporation,' and the name of the Surviving Corporation shall be Summit Power.

2 **Filing and Effectiveness.** The merger shall become effective when the following actions shall have been completed:

2.1 This Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Florida Business Corporation Act and the General Business and Corporation Law of Missouri;

2.1.1 All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

2.1.2 An executed certificate of merger and executed counterpart of this agreement meeting the requirements the Florida Business and Corporation Act and the General Business and Corporation Law of the State of Missouri shall have been filed with the Florida Secretary of State the Secretary of State of Missouri. The date and time when the Merger shall become effective will be upon the filing of the certificate of merger with the Secretary of State of the State of Missouri and shall be called the "Effective Date of the Merger".

3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of API shall cease and Summit Power, as the Surviving Corporation, shall (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) be subject to all actions previously taken by the Board of Directors of its and API's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers, and property of API according to the laws of the state of Missouri and Florida, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts and liabilities and obligations of API in the same manner as if Summit Power had itself incurred them, all in accord with the General Business and Corporation Law of the State of Missouri and the Florida Business Corporation Act.

### **Charter Documents, Directors and Officers**

4 **Certificate of Incorporation.** Upon the effective date of the Merger, the Certificate of Incorporation of Summit Power in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving

Corporation until duly amended in accordance with the provisions thereof and applicable law.

5 **Bylaws.** The bylaws of Summit Power as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with provisions thereof and with applicable law.

6 **Directors and Officers.** The directors and officers of API shall resign their positions on the Effective Date of the Merger, and the directors and officers of Summit Power as of the Effective Date of the Merger shall continue as directors and officers in the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### **Manner of Conversion of Stock**

7 **API Shares.** Upon the Effective Date of the Merger, each (1) share of API Voting Stock, \$0 par value, outstanding immediately prior to the Merger shall, by virtue the merger and without any action of the Constituent Corporations, the holder of such shares or any other person, be changed and converted into and exchanged for one fully paid and nonassessable share of Capital Stock, \$1 par value, respectively, of the Surviving Corporation. No fractional shares shall be issued.

8 **Summit Power Shares.** Upon the Effective Date of the Merger, each share of Capital Stock, par value \$1 per share, of Summit Power issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Summit Power, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

9 **Exchange of Certificates.** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of API may, at such shareholder's option, surrender the same for cancellation to transfer agent and registrar for the Common Stock of the Surviving Corporation, as exchange agent (the "Exchange Agent"), each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporations common stock, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of API shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock as provided in the Merger.

9.1 The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate of API shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have, and be entitled to exercise, any voting and other rights with respect to and to receive dividends and other distributions upon the shares of common stock of the Surviving corporation represented by such outstanding certificate as provided above.

9.2 Each certificate representing common stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on the transferability as the certificates of API so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws, or other additional legends as agreed upon by the holder and the Surviving Corporation.

9.3 If any certificate for shares of all API stock is to be issued in the name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificates so surrendered shall be properly endorsed and otherwise in proper form transfer, that such transfer otherwise be proper any comply with applicable securities laws and that the person requesting the transfer pay to the Exchange Agent any transfer or other taxes payable by the region of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered.

### **General**

10 **Covenants of Summit Power.** Summit Power covenants and agrees that it will, on or before the effective Date of the Merger:

10.1 File any and all documents with the appropriate Florida tax authorities necessary for the assumption by Summit Power of all of the franchise tax liabilities of API; and

10.1.1 Take such other actions as may be required by the Florida Business Corporation Act.

11 **Further Assurances.** From time to time, as and when required by Summit Power or by its successors or assigns, there shall be executed and delivered on behalf of API such deeds and other instruments, and there shall be taken or caused to be taken by Summit Power and API such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Summit Power the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of API and otherwise to carry out the purposes of this Agreement, and the officers and directors of Summit Power are fully authorized in the name and on behalf of API or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

12 **Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either API or Summit Power, or above, notwithstanding the approval of this Agreement by the shareholders of either Corporation.

13 **Amendment.** The Board of Directors of the Constituent Corporations may amend this Agreement at any time prior to filing the Articles of Merger, provided that any amendment made subsequent to the adoption of this Agreement by the shareholders either Constituent Corporation shall not:

13.1 Alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class mercenaries there of such Constituent Corporation,

13.2 Alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or

13.3 Alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of the stock of any Constituent Corporation

14 **Registered Office and Agent.** The registered office of the Surviving Corporation in the state of Missouri is located at 542 NE Noeleen Lane, Lee's Summit, Missouri 64086 and Brian Baumgart is the registered agent of the Surviving Corporation at such office.

15 **Agreement.** Executed copies of this agreement will be on file at the principal place of

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business of the Surviving Corporation at 1270 NE Delta School Road, Lee's Summit, Missouri 64064 and copies thereof will be furnished at any shareholder of either Constituent Corporation, upon request and without cost.

16 **Governing Law.** This agreement shall in all respects be construed, interpreted, and enforced in accordance with and governed by the laws of the state of Missouri and insofar as applicable the merger provisions of the state of Florida.

17 **Counterparts.** In order to facilitate the filing in recording of this Agreement, the same shall be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

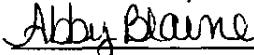
IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the boards of Directors of API and Summit Power, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

API, Inc,  
a Florida Corporation

BY:

  
Ed Rogers

ATTEST:


  
Abby Blaine, Secretary

Summit Power, Inc.,  
a Missouri Corporation

BY:

  
Ed Rogers

ATTEST:

  
Abby Blaine, Secretary

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API, Inc.  
(a Florida Corporation)


### OFFICERS' CERTIFICATE

Ed Rafter and Ed Rogers certify that:


1. They are the President and Vice President respectively, of API, Inc., a corporation organized under the laws of the State of Florida.
2. The corporation has authorized two classes of stock, ten thousand (10,000) shares of which are designated Class A Regular Voting Common Stock ("Voting Stock") and ten thousand (10,000) shares of which are designated Class B Non-Voting Common Stock ("Non-Voting Stock")
3. There are 500 shares of Voting Stock, issued and outstanding as of June 19, 2014 the Filing Date for the Agreement and Plan of Merger attached hereto (the 'Merger Agreement'). All shares of Voting Stock are entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of stock that equaled or exceeded the vote required.
5. The percentage vote required was greater than two-thirds of the votes entitled to be cast by holders of all shares of Voting Stock.
6. The undersigned further declare under penalty of perjury under the laws of the State of Missouri that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Lee's Summit, Missouri, on June 19, 2014.

  
Ed Rafter, President

  
Ed Rogers, Vice President

ATTEST:

  
Abby Blaine, Secretary



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Summit Power, Inc.  
(a Missouri Corporation)


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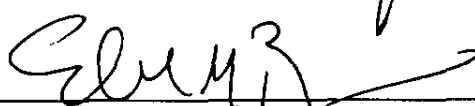
### OFFICERS' CERTIFICATE

Ed Rafter and Ed Rogers certify that:

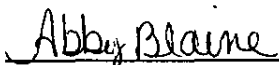
1. They are the President and Vice President respectively, of Summit Power, Inc., a corporation organized under the laws of the State of Missouri.
2. The corporation has authorized one class of stock, designated 'Capital Stock'
3. There are 500 shares of Capital Stock, issued and outstanding as of June 19, 2014 the Filing Date for the Agreement and Plan of Merger attached hereto (the 'Merger Agreement'). All shares of Capital Stock are entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of stock that equaled or exceeded the vote required.
5. The percentage vote required was greater than two-thirds of the votes entitled to be cast by holders of all shares of Capital Stock.
6. The undersigned further declare under penalty of perjury under the laws of the State of Missouri that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Lee's Summit, Missouri, on June 19, 2014

  
\_\_\_\_\_  
Ed Rafter, President

  
\_\_\_\_\_  
Ed Rogers, Vice President

ATTEST:

  
\_\_\_\_\_  
Abby Blaine, Secretary