610575

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MERGER OR SHARE EXCHANGE

MIDCO PETROLEUM COMPANY

Certificate of Status	0
Certified Copy	1
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Merger
1/13/03

ARTICLES OF MERGER
Merger Sheet

MERGING:

BI-COUNTY L.P., INC., a Florida corporation, document number P93000025353

INTO

MIDCO PETROLEUM COMPANY, a Florida entity, 610575

File date: January 13, 2003

Corporate Specialist: Karen Gibson

ARTICLES OF MERGER

MIDCO PETROLEUM, ~~INC.~~ COMPANY and Bi-COUNTY L.P., INC., being validly and legally formed under the laws of the State of Florida, have adopted a Plan of Merger.

1) The name and jurisdiction of the surviving corporation is: MIDCO PETROLEUM, COMPANY ~~INC.~~, a Florida Corporation (Document #610575)

2) The name and jurisdiction of the merging corporation is: Bi-COUNTY L.P., INC., a Florida Corporation (Document #

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3) The Plan of Merger is attached.

4) Shareholder approval was not required.

5) MIDCO PETROLEUM, ~~INC.~~ COMPANY, adopted the Plan of Merger on November 29, 2002 by an unanimous vote of the shareholders and directors.

6) Bi-COUNTY L.P., INC. adopted the Plan of Merger on November 29, 2002 by an unanimous vote of the shareholders and directors.

MIDCO PETROLEUM, ~~INC.~~/COMPANY
a Florida Corporation

by [signature]
Donald C. Fee, Jr.
As its President

and [signature]
Jeanne M. Fee
As its Secretary

Bi-COUNTY L.P., INC.
a Florida Corporation

by [signature]
Donald C. Fee, Jr.
As its President

and [signature]
Jeanne M. Fee
As its Secretary

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STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me by DONALD C. FEE, JR., as President of MIDCO PETROLEUM, ~~INC.~~ / COMPANY a Florida Corporation and Bi-COUNTY L.P., Florida Corporation, who is personally known to me ~~or who has produced ________ as identification~~ this 10th day of January, 2003.

J Kevin Drake
My Commission CC920996
Expires March 21 2004

Notary Public - State of Florida
Commission No. ________
Expiration Date: ________

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me by JEANNE M. FEE, as Secretary of MIDCO PETROLEUM, ~~INC.~~ COMPANY a Florida Corporation and Bi-COUNTY L.P., a Florida Corporation, who is personally known to me or who has produced ________ as identification this 10th day of January, 2003.

J Kevin Drake
My Commission CC920996
Expires March 21 2004

Notary Public - State of Florida
Commission No. ________
Expiration Date: ________

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AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
MIDCO PETROLEUM COMPANY
AND
Bi-COUNTY L.P., INC.

This Agreement and Plan of Merger is entered into this 29th day of November, 2002, but effective as of the 10th day of January, 2003, by and among MIDCO PETROLEUM COMPANY, a Florida Corporation ("Midco" or the "surviving corporation") and Bi-COUNTY L.P., INC., a Florida Corporation ("Bi-County" or the "absorbed corporation").

RECITALS

A. All of the shares of stock of Midco are currently held by the following Shareholders in the following amounts:

Name	No. of Shares	Percentage of outstanding Shares
Donald C. Fee	12.5	25%
Jeanne M. Fee	12.5	25%
Donald C. Fee, Jr.	25	50%

B. All of the shares of stock of Bi-County are:

Name	No. of Shares	Percentage of outstanding Shares
Donald C. Fee	12.5	25%
Jeanne M. Fee	12.5	25%
Donald C. Fee, Jr.	25	50%

C. The parties believe that it is in the best interests of Midco and Bi-County to merge their separate businesses.

NOW THEREFORE, in consideration of the premises, and upon the terms and conditions hereinafter set forth, the parties agree as follows:

1) Terms and Conditions. On the effective date of the merger, the separate existence of the absorbed corporation shall cease, and the surviving corporation shall succeed to all the rights, privileges, immunities and franchises, and all the property, real, personal, and mixed of the absorbed corporation, without the necessity for any separate transfer. The surviving corporation shall thereafter be responsible and liable for all

liabilities and obligations of the absorbed corporation, and neither the rights of creditors nor any liens on the property of the absorbed corporation shall be impaired by the merger.

2) Conversion of Shares. The manner and basis of converting the shares of the absorbed corporation into shares of the surviving corporation is as follows:

Each share of the Ten Dollar ($10.00) par value common stock of Bi-County (absorbed corporation) issued and outstanding on the effective date of the merger shall be converted into one (1) share of the Ten Dollar ($10.00) par value common stock of Midco (surviving corporation), which shares of common stock of the surviving corporation shall thereupon be issued and outstanding, provided, however, that so long as the percentage of outstanding shares among the shareholders of the surviving corporation shall not be altered, then the additional shares shall not be issued and the number of shares issued and the percentage of outstanding shares as indicated above shall not be altered.

3) Changes in Articles of Incorporation. The articles of incorporation of the surviving corporation shall continue to be its articles of incorporation following the effective date of the merger.

4) Changes in Bylaws. The bylaws of the surviving corporation shall continue to be its bylaws following the effective date of the merger.

5) Directors and Officers. The directors and officers of the surviving corporation on the effective date of the merger shall continue as the directors and officers of the surviving corporation for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified or as of the effective date of the merger shall be as follows:

Donald C. Fee, Jr.	President
Jeanne M. Fee	Secretary
Donald C. Fee	Vice-President/Treasurer

6) Prohibited Transactions. Neither of the constituent corporations shall, prior to the effective date of the merger, engage in any activity or transaction other then in the ordinary course of business, except that the absorbed and surviving corporation may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

7) Approval by Stockholders. This plan of merger shall be submitted for the approval of the stockholders of the constituent corporations in the manner provided by the

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applicable laws of the State of Florida at meetings to be held on or before November 29, 2002, or at such other time as to which the boards of directors of the constituent corporations may agree.

8) Effective Date of Merger. The effective date of this Merger shall be January 1, 2003.

9) Abandonment of Merger. This plan of merger may be abandoned by action of the board of directors of either the surviving or the absorbed corporation at any time prior to the effective date on the happening of either of the following events:

a) If the merger is not approved by the stockholders of either the surviving or the absorbed corporation on or before November 29, 2002; or

b) If, in the judgment of the board of directors of either the surviving or the absorbed corporation, the merger would be impracticable because of the number of dissenting stockholders asserting appraisal rights under the laws of the State of Florida.

10) Execution of Agreement. This plan of merger may be executed in any number of counterparts, and each such counter part shall constitute an original instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

Jeanne M. Fee

Jeanne M. Fee
Secretary

Midco Petroleum, ~~Inc.~~ COMPANY, a Florida Corporation

by Donald C. Fee

Donald C. Fee, Jr.
As its President

Attest:

Jeanne M. Fee

Jeanne M. Fee
Secretary

Bi-County L.P., Inc.

by Donald C. Fee

Donald C. Fee, Jr.
As its President

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me by DONALD C. FEE, JR., as President of MIDCO PETROLEUM, ~~INC.~~ COMPANY, a Florida Corporation and Bi-COUNTY L.P., Florida Corporation, who is personally known to me or who has produced ____________ as identification this ____ day of January, 2003.

J Kevin Drake
My Commission CC920996
Expires March 21 2004

____
Notary Public - State of Florida
Commission No. ______________
Expiration Date: ______________

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to and subscribed before me by JEANNE M. FEE, as Secretary of MIDCO PETROLEUM, ~~INC.~~ COMPANY, a Florida Corporation and Bi-COUNTY L.P., a Florida Corporation, who is personally known to me or who has produced ____________ as identification this __________ day of January, 2003.

J Kevin Drake
My Commission CC920996
Expires March 21 2004

____
Notary Public - State of Florida
Commission No. ______________
Expiration Date: ______________

shared\Midco Petroleum Inc.\Agreement and Plan of Merger