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118973

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Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 (850) 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

000003084970-7

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Coastal Oil Chelsea, Inc.

merging into:

Coastal Fuels Marketing, Inc.

☐ Profit

☐ NonProfit

☐ Amendment

☐ Limited Liability Company

☐ Foreign

☐ Dissolution/Withdrawal

☒ Merger

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Reservation

☐ Change of R.A.

☐ Fictitious Name

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

COASTAL OIL CHELSEA, INC., a Texas corporation not qualified in Florida.

INTO

COASTAL FUELS MARKETING, INC., a Florida entity, 118973

File date: December 30, 1999

Corporate Specialist: Thelma Lewis

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Coastal Fuels Marketing, Inc.	Florida

Second: The name and jurisdiction of the **merging** corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Coastal Oil Chelsea, Inc.	Texas

Third: The Plan of Merger is attached as Exhibit A.

Fourth: The merger shall become effective at the close of business on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Plan of Merger was adopted by the Board of Directors of the surviving corporation on July 22, 1999 and shareholder approval was not required.

Sixth: The Plan of Merger was adopted by the shareholder of the merging corporation on July 22, 1999.

Seventh: SIGNATURES FOR EACH CORPORATION

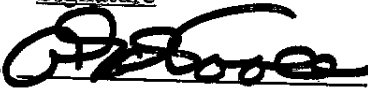
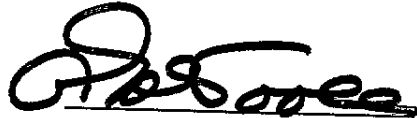
<u>Name of Corporation</u>	<u>Signature</u>	<u>Type Name of Individual & Title</u>
Coastal Fuels Marketing, Inc.		Austin M. O'Toole Senior Vice President & Secretary
Coastal Oil Chelsea, Inc.		Austin M. O'Toole Senior Vice President & Secretary

Exhibit "A"

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated this 22nd day of July 1999, between COASTAL OIL CHELSEA, INC., a Texas corporation, and COASTAL FUELS MARKETING, INC., a Florida corporation.

WITNESSETH that:

WHEREAS, the constituent corporations desire to merge into a single corporation;

NOW THEREFORE, the corporations parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: COASTAL OIL CHELSEA, INC., a Texas corporation ("Chelsea"), hereby merges into COASTAL FUELS MARKETING, INC., a Florida corporation (the "Company"), and Chelsea shall be and hereby is merged into the Company, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of the Company, as heretofore amended and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: This Agreement and Plan of Merger is intended to accomplish the complete merger of Chelsea into the Company in conformity with the Internal Revenue Code of the United States of America. On the effective date of such merger, Chelsea shall cease to exist as separate corporation and shall be completely merged and all of its shares of stock shall be canceled. No cash, property, obligations, shares, rights, securities or other consideration shall be paid to the stockholder of Chelsea as a result of the merger. Each share of common stock of the Company, which shall be issued and outstanding on the effective date of this agreement, shall remain issued and outstanding.

FOURTH: The terms and conditions of the merger are as follows:

(a) The By-Laws of the Company as they shall exist on the effective date of this merger shall be and remain the By-Laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the Company shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective at the close of business December 30, 1999, or as soon thereafter as is practicable.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Chelsea shall be transferred to, vested in and devolve upon the Company without further act or deed, and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively prior to the merger. Chelsea hereby agrees from time to time, as and when requested by the Company or by its successor or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Company may deem necessary or desirable in order to vest in and confirm to the Company title to and possession of any property of Chelsea acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the interest and purposes hereof, and the proper officers and directors of Chelsea and the proper officers and directors of the Company are fully authorized in the name of Chelsea or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and by the sole stockholder of Chelsea have caused these presents to be executed by the Vice President and attested by the Senior Vice President and Secretary of each party hereto as the respective act, deed and agreement of each of the corporations on this 22nd day of July, 1999.

ATTEST:

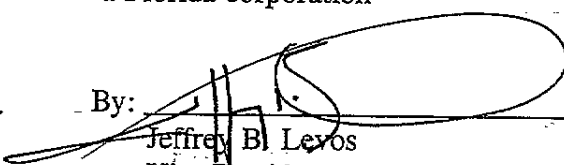
COASTAL FUELS MARKETING, INC.
a Florida corporation

By:



Austin M. O'Toole
Senior Vice President & Secretary

By:



Jeffrey B. Levos
Vice President

ATTEST:

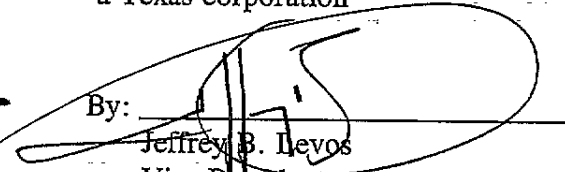
COASTAL OIL CHELSEA, INC.
a Texas corporation

By:



Austin M. O'Toole
Senior Vice President & Secretary

By:



Jeffrey B. Levos
Vice President