

204704

(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:

Office Use Only



900081799069

12/05/06--01004--017 **35.00

12/05/06--01004--018 **35.00

FILED
06 DEC -5 PM 2:12
SECRETARY OF STATE
TALLAHASSEE FLORIDA

DEC 06

Merfer

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SUNGAS CORPORATION OF FLORIDA
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Louis Stinson, Jr.
(Contact Person)

Louis Stinson, Jr., P.A.
(Firm/Company)

2199 Ponce de Leon Boulevard, Suite 301
(Address)

Coral Gables, FL 33134
(City/State and Zip Code)

For further information concerning this matter, please call:

Louis Stinson, Jr. At (305) 444-8807
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

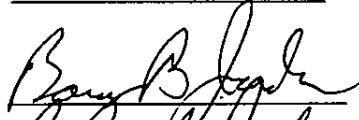
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

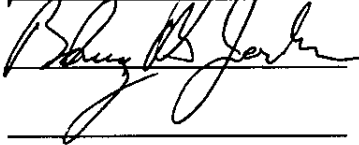
Typed or Printed Name of Individual & Title

Sungas Corporation of Florida



Barry B. Jordan, President

BJD Energy Development Company



Barry B. Jordan, President

PLAN OF MERGER**THIRD:** (Continued)

As a result of the Merger and the Effective Date: (a) the Articles of Incorporation of the Surviving Party as amended and in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Party until thereafter amended as provided therein and by law, except that such Articles shall be amended and restated as provided in the Certificate of Merger; (b) the By-Laws of the Surviving Party in effect immediately prior to the Effective Date shall be the By-Laws of the Surviving Party until thereafter amended as provided therein and the Surviving Party's By-Laws after the Effective Date; and (c) the directors of the Board of Directors of Surviving Party immediately prior to the Effective Date shall constitute the Board of Directors of the Surviving Party after the Effective Date and the officers of the Surviving Party immediately prior to the Effective Date shall be the officers of the Surviving Party, in each case, until their successors shall have been elected and qualified as provided in the By-Laws of the Surviving Party and this Agreement, unless stated to the contrary in Fourth Article herein. The Merger shall have the effects set forth in this Agreement and the Florida Statutes ("FS"), except as specifically set forth to the contrary in the FS or in this Agreement, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of the Surviving Party shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of Merging Party shall be merged into the Surviving Party, and the Surviving Party, as the Surviving Party, shall be fully vested therewith; at the Effective Date, the separate existence of Merging Party shall cease and, in accordance with and subject to the terms of this Agreement, the Surviving Party shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature; and all property and all debts due on whatever account, including subscriptions to shares and all and every other interest of or belonging to or due to Merging Party and the Surviving Party shall be allocated to, and vested in, the Surviving Party without further act or deed and without any transfer or assignment having occurred; and all property, rights, privileges, powers, licenses and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Party as they were of the Surviving Party and Merging Party prior to the Effective Date; and the title to any real estate, or interest therein, whether by deed or otherwise, under the laws of the State of Florida, shall not revert or be in any way impaired by reason of the Merger. The Surviving Party shall thenceforth be responsible and liable for all the liabilities and obligations of the Surviving Party and Merging Party and any claim existing, or action or proceeding pending, by or against the Surviving Party or Merging Party may be prosecuted as if the Merger had not taken place, or the Surviving Party may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Surviving Party or Merging Party shall be impaired by the Merger, and all debts, liabilities and duties of the Surviving Party and Merging Party shall attach to the Surviving Party, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Party.

If, at any date after the Effective Date, any further assignments, assumptions, assurances in law, or any other action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Party with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Surviving Party and Merging Party, the officers and directors of the Merging Party and Surviving Party are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not

inconsistent with this Agreement, all at the cost and expense of the Surviving Party.

Notwithstanding anything to the contrary herein, it be determined the laws of another jurisdiction apply, in whole or in part, then this Agreement and the Merger contemplated therein shall be amended to comply with such applicable laws as if such law was incorporated herein *ab initio*.

FOURTH: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Each share of merging party outstanding will be exchanged for one-quarter (1/4) share of Surviving Party. Neither the Surviving Party nor Merging Party have outstanding rights to acquire interest, shares, obligations or other securities in themselves or the other party hereto.

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

NONE

OR

Restated articles are attached:

N/A

Other provisions relating to the merger are as follows:

None