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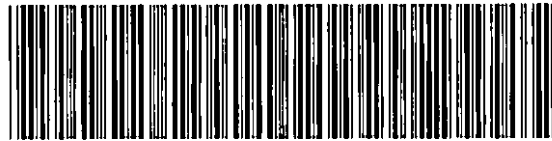
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Merger  
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# CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312

850-656-4724

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Name:	<u>Progress Fuels Corporation</u>
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Order #:	<u>#10580981</u>

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IN WITNESS WHEREOF, said Merged Corporation and Surviving Company have caused this certificate to be signed by an authorized officer, this 28<sup>th</sup> day of July, 2017

Progress Fuels, LLC

By Steven K. Young  
Name: Steven K. Young  
Title: President

Progress Fuels Corporation

By Steven K. Young  
Name: Steven K. Young  
Title: President

# EXHIBIT A

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is made as of the 28<sup>th</sup> day of July, 2017, by and between Progress Fuels Corporation, a Florida corporation (the "Merged Corporation"), Progress Fuels, LLC, a member-managed Delaware limited liability company (the "Surviving Company") and Cinergy Corp., a Delaware corporation and sole member of the Surviving Company (the "Surviving Company Member").

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger. On August 1, 2017, or such later time as a certificate of merger is filed with the Secretary of State of Delaware and articles of merger is filed with the Secretary of State of Florida (the "Effective Time"), the Merged Corporation shall be merged with and into the Surviving Company pursuant to, and as permitted by Section 18-209 of the Delaware Limited Liability Company Act and Section 607.1108 of the Florida Business Corporation Act (the "Merger"), the separate existence of the Merged Corporation shall cease, and the Surviving Company shall be the entity surviving the Merger, all in accordance with the terms and conditions of this Agreement.

2. Terms of the Merger. (a) The limited liability company interests of the Surviving Entity outstanding immediately prior to the Effective Time of the Merger shall remain outstanding, and no change shall be effected therein by the Merger.

(b) All of the shares of Merged Corporation stock issued and outstanding immediately prior to the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, shall be canceled without further consideration.

(c) As consideration for the Merger, Surviving Company Member will issue .04 shares of Cinergy Corp. common stock, \$.01 par value, to the shareholders of the Merged Corporation at the Effective Time.

3. Articles of Organization/Limited Liability Company Agreement. The current Articles of Organization and Limited Liability Company Agreement of the Surviving Company shall be the Articles of Organization and Limited Liability Company Agreement of the company surviving the merger until amended or repealed.

4. Effect of the Merger. At the Effective Time, the separate existence of the Merged Corporation shall cease and the Surviving Company shall possess all assets and property of every description of the Merged Corporation and all liabilities belonging to the Merged Corporation, and the title to all real estate or other property owned by the Merged Corporation shall vest in the Surviving Company, without reversion or impairment, without further act or deed. Any proceeding pending against the Merged Corporation may be continued as if the Merger had not taken place, or the Surviving Company may be substituted in its place.

5. Amendment or Termination of Merger Agreement; Waiver of Conditions. Prior to the Effective Time of the Merger, the Merged Corporation and the Surviving Company, by action of their respective directors, stockholder, or sole member, to the extent permitted by law, may amend, modify, supplement and interpret this Merger Agreement by mutual agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

Cinergy Corp.

By Steven K. Young  
Name: Steven K. Young  
Title: President

Progress Fuels, LLC  
By Its Sole Member  
Cinergy Corporation

By Steven K. Young  
Name: Steven K. Young  
Title: President

Progress Capital Holdings, Inc.

By Steven K. Young  
Name: Steven K. Young  
Title: President