

B04000000336

(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



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K. SALY

APR 24 2017

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 609804 7454854

AUTHORIZATION :

COST LIMIT : \$105.00

ORDER DATE : April 21, 2017

ORDER TIME : 10:11 AM

ORDER NO. : 609804-005

CUSTOMER NO: 7454854

FOREIGN FILINGS

NAME: PLAINS MARKETING, L.P.

☐ CORPORATE  
☒ LIMITED PARTNERSHIP  
☐ LIMITED LIABILITY COMPANY

XXXX AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY  
☐ PLAIN STAMPED COPY  
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Melissa Zender -- EXT#

EXAMINER: \_\_\_\_\_

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**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** PLAINS MARKETING, L.P.

Name of Foreign Limited Partnership or Limited Liability Limited Partnership

The enclosed amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Kelley Cokefair

Contact Person

Corporation Service Company

Firm/Company

2595 Interstate Drive, Suite 103

Address

Harrisburg, PA 17110

City, State and Zip Code

kelley.cokefair@cscglobal.com

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

For further information concerning this matter, please call:

Kelley Cokefair

Name of Contact Person

at ( 800 ) 927-9801 x62320

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee  
and Certificate of  
Status

☒ \$105.00 Filing Fee  
and Certified Copy

☐ \$113.75 Filing Fee,  
Certified Copy, and  
Certificate of Status

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

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TALLAHASSEE, FLORIDA

AMENDMENT TO CERTIFICATE OF AUTHORITY  
FOR  
FOREIGN LIMITED PARTNERSHIP OR  
LIMITED LIABILITY LIMITED PARTNERSHIP

1. The name of the limited partnership or limited liability limited partnership as it appears on the records of the Florida Department of State is:

PLAINS MARKETING, L.P.

2. Document Number of Foreign Limited Partnership or Limited Liability Limited Partnership: B04000000336

2. The jurisdiction of its formation is: TEXAS

3. The date the entity was authorized to transact business in Florida is: 08/05/2004

4. If the amendment changes the name of the limited partnership or limited liability limited partnership, enter the new name:

*Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.*

*Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.*

5. If the amendment changes the general partner(s), list the name and business address of each general partner:

Name:

Business Address:

PLAINS GP LLC

333 CLAY STREET, SUITE 1600 ☐ Add

☐ Remove

HOUSTON, TX 77002

☒ Change

☐ Add

☐ Remove

☐ Change

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6. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

7. If the amendment corrects any false statement listed in the application, indicate the statement being corrected and the correction:

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8. If the amendment is to add or delete an election to be a limited liability limited partnership statement, check the appropriate box:

- ☐ The entity elects to be a limited liability limited partnership.
- ☐ The entity is no longer a limited liability limited partnership.

9. Attached is an original certificate, no more than 90 days olds, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

10. Effective date, if other than the date of filing: \_\_\_\_\_  
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Signature of a general partner:

PLAINS GP LLC



Typed or printed name:

Ann F. Gullion, Assistant Secretary

Filing Fee: \$52.50  
Certified Copy (optional): \$52.50  
Certificate of Status (optional): \$8.75

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Rolando B. Pablos  
Secretary of State

## Office of the Secretary of State

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TALLAHASSEE, FLORIDA

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

Plains GP LLC  
Filing Number: 801705172

Certificate of Formation  
Certificate of Merger

December 20, 2012  
December 27, 2012

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 13, 2017.



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos  
Secretary of State

Form 205  
(Revised 05/11)

Submit in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  
Filing Fee: \$300



**Certificate of Formation  
Limited Liability Company**

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In the Office of the  
Secretary of State of Texas  
DEC 20 2012

**Corporations Section**

**Article 1 – Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

Plains GP LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

**Article 2 – Registered Agent and Registered Office**

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	M.I.	Last Name	Suffix
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C. The business address of the registered agent and the registered office address is:

211 E. 7th Street, Suite 620	Austin	TX	78701-3218
Street Address	City	State	Zip Code

**Article 3—Governing Authority**

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

**GOVERNING PERSONS**

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Greg	L.	Armstrong	
First Name	M.I.	Last Name	Suffix

OR

IF ORGANIZATION

Organization Name

ADDRESS

333 Clay Street, Suite 1600	Houston	TX	USA	77002
Street or Mailing Address	City	State	Country	Zip Code

<b>GOVERNING PERSON 2.</b>				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
Richard		McGee		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
<b>ADDRESS</b>				
333 Clay Street, Suite 1600	Houston	TX	USA	77002
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

<b>GOVERNING PERSON 3.</b>				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
Harry	N	Pefanis		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
<b>ADDRESS</b>				
333 Clay Street, Suite 1600	Houston	TX	USA	77002
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

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#### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

#### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]



**Organizer**

The name and address of the organizer:

Ann F. Gullion

Name

333 Clay Street, Suite 1600

Street or Mailing Address

Houston

City

TX 77002

State Zip Code

**Effectiveness of Filing** (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: December 20, 2012



Signature of organizer

Ann F. Gullion

Printed or typed name of organizer

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TALLAHASSEE, FLORIDA

Form 401-A  
(Revised 12/09)



**Acceptance of Appointment  
and  
Consent to Serve as Registered Agent  
§5.201(b) Business Organizations Code**

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TALLAHASSEE, FLORIDA

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

<b><u>Acceptance of Appointment and Consent to Serve as Registered Agent</u></b>		
I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for		
<i>Name of represented entity</i> I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.		
<b>X:</b>	<i>Signature of registered agent</i>	<i>Printed name of registered agent</i>
		<i>Date (mm/dd/yyyy)</i>

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

<b><u>Acceptance of Appointment and Consent to Serve as Registered Agent</u></b>		
I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company		
<i>Name of organization designated as registered agent</i>		
The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for: <b>PLAINS GP LLC</b>		
<i>Name of represented entity</i> The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.		
<b>X: By:</b>	<i>Signature of person authorized to act on behalf of organization</i> Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company	<i>Printed name of authorized person</i> Brian Courtney, Asst. Vice President
		<i>Date (mm/dd/yyyy)</i> 12/20/2012

**Form 623**

(Revised 05/11)

Return in duplicate to:

Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512 463-5555

FAX: 512 463-5709

Filing Fee: see instructions

**Parent-Subsidiary  
Certificate of Merger  
Business Organizations Code**

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In the Office of the  
Secretary of State of Texas

DEC 27 2012

**Corporations Section****Parties to the Merger**

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, and state of incorporation or organization, and file number, if any, issued by the secretary of state for the parent and subsidiary organization(s) are as follows:

**Parent**

Plains Marketing GP Inc.

Name of Organization

The organization is a corporation*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of

TXUSAThe file number, if any, is 801705155*State**Country**Texas Secretary of State file number*

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

*Street Address**City**State Country***Subsidiary 1**

Plains GP LLC

Name of Organization

The organization is a: limited liability company*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of:

TXUSAThe file number, if any, is 801705172*State**Country**Texas Secretary of State file number*

If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

*Street Address**City**State Country*

The number of outstanding ownership interests of each class or series and the number and percentage of ownership interests of each class or series owned by the parent organization are as follows:

*Number of ownership interests outstanding**Class**Series**Number owned by parent**Percentage Owned*

Membership Interests

100%

☒ The organization will survive the merger.☐ The organization will not survive the merger.**Subsidiary 2**

Name of Organization

The organization is a:

*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of:

Form 623

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The file number, if any, is: \_\_\_\_\_

State \_\_\_\_\_ Country \_\_\_\_\_ Texas Secretary of State file number \_\_\_\_\_  
If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_  
The number of outstanding ownership interests of each class or series and the number and percentage of ownership interests of each class or series owned by the parent organization are as follows:  
Number of ownership interests outstanding    Class    Series    Number owned by parent    Percentage Owned

☐ The organization will survive the merger.    ☐ The organization will not survive the merger.

Subsidiary 3

Name of Organization \_\_\_\_\_  
The organization is a: \_\_\_\_\_ It is organized under the laws of: \_\_\_\_\_  
Specify organizational form (e.g., for-profit corporation)

State \_\_\_\_\_ Country \_\_\_\_\_ Texas Secretary of State file number \_\_\_\_\_  
The file number, if any, is: \_\_\_\_\_  
If not a domestic entity, its registered or principal office address in its jurisdiction of formation is:

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_  
The number of outstanding ownership interests of each class or series and the number and percentage of ownership interests of each class or series owned by the parent organization are as follows:  
Number of ownership interests outstanding    Class    Series    Number owned by parent    Percentage Owned

☐ The organization will survive the merger.    ☐ The organization will not survive the merger.

#### Resolution of Merger

☒ A copy of the resolution of merger is attached.

The attached resolution was adopted and approved by the governing authority of the parent organization as required by the laws of its jurisdiction of formation and by its governing documents.

The resolution was adopted by the parent organization on 12/27/2012

mm/dd/yyyy

#### Organizations Created by Merger

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the resolution of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

Name of New Organization 1 \_\_\_\_\_ Jurisdiction \_\_\_\_\_ Entity Type (See instructions) \_\_\_\_\_

Principal Place of Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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Name of New Organization 2

Jurisdiction

Entity Type (See instructions)

Principal Place of Business Address

City

State Zip Code

Name of New Organization 3

Jurisdiction

Entity Type (See instructions)

Principal Place of Business Address

City

State Zip

**Effectiveness of Filing** (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is accepted and filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☐ This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

**Tax Certificate**

☐ Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.

☒ In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the parent organization, to execute the filing instrument.

Date: December 27, 2012

Plains Marketing GP Inc.

Parent Organization Name

  
Signature of authorized person (see instructions)

Richard McGee

Printed or typed name of authorized person

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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger") is entered into as of December 27, 2012 pursuant to Title 1, Chapter 10, Subchapter A of the Texas Business Organizations Code (the "TBOC") by and among Plains GP LLC, a Texas limited liability company ("Plains LLC"), and Plains Marketing GP Inc., a Texas corporation ("Plains Inc."). Plains LLC and Plains Inc. are sometimes referred to collectively herein as the "Constituent Parties" and individually as a "Constituent Party".

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Constituent Parties agree as follows:

1. ***Defined Terms.*** The following terms have the meanings ascribed to them below:

**"Cash Assets"** means (a) currency of the United States or any other country; (b) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (c) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any commercial bank; (d) commercial paper; (e) repurchase obligations of any commercial bank; (f) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government; (g) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank; or (h) money market mutual or similar funds.

**"Merger Cash Amount"** means all rights, title and interests to an amount in U.S. dollars equal to \$140,000.00.

**"Plains Inc. Assets"** means all rights, title and interests in the following assets:

(a) (i) a 25% fractional interest in a Citation X aircraft (SN 750-0153), (ii) a 12.5% fractional interest in a Citation Excel aircraft (SN 560-5636), and (iii) a 12.5% fractional interest in a Sovereign aircraft (SN 680-0160) and any associated rights related to such fractional interests (collectively, the "Fractional Interests"), in each case owned by Plains Inc. immediately prior to the Merger Effective Time;

(b) any contract rights relating to the Fractional Interests (collectively, the "Contract Rights") owned by Plains Inc. immediately prior to the Merger Effective Time;

(c) all Cash Assets and accounts receivable owned by Plains Inc. immediately prior to the Merger Effective Time and related bank, investment and other accounts in which such Cash Assets are held;

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(d) any net operating losses, including any tax benefits associated with such losses (the "NOLs"); and

(e) all claims, causes of action, letter of credit rights and letters of credit, in each case relating to or arising out of any of the assets described in clauses 1(a), (b) (c) or (d) above and owned or held by Plains Inc. immediately prior to the Merger Effective Time.

**"Plains Inc. Other Assets"** means all of the rights, title and interests in all assets owned by Plains Inc. immediately prior to the Merger Effective Time (including all claims, causes of action, letter of credit rights and letters of credit, in each case relating to or arising out of any of such assets) other than the Plains Inc. Assets and the Plains Inc. Ownership Assets.

**"Plains Inc. Ownership Assets"** means all rights, title and interests in the 0.001% general partner interests in Plains Marketing, L.P., a Texas limited partnership and Plains Pipeline, L.P., a Texas limited partnership.

**"Pre-Merger Plains LLC Assets"** means all of the assets owned by Plains LLC prior to the Merger Effective Time other than the Merger Cash Amount.

**"Transfer Taxes"** means (if any) any sales, purchase, transfer, stamp, documentary stamp, registration, use or similar taxes arising out of the merger contemplated by this Plan of Merger.

2. **Parties; Survivors.** The parties to the merger contemplated herein (the "Merger") shall be the Constituent Parties. Each of the Constituent Parties shall survive the Merger.

3. **Terms and Conditions.**

(a) Merger. At the Merger Effective Time, the Constituent Parties shall be merged.

(b) Allocation and Vesting of Property. At the Merger Effective Time (or immediately prior thereto in the case of the Plains Inc. Ownership Assets):

(i) all of the rights, title and interests in the Pre-Merger Plains LLC Assets other than the Merger Cash Amount will remain in Plains LLC without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or encumbrances thereon;

(ii) all of the rights, title and interests in the Plains Inc. Assets shall remain vested in Plains Inc. without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or encumbrances thereon;

(iii) all of the rights, title and interests in the Plains Inc. Other Assets shall remain vested in Plains Inc. without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or encumbrances thereon;

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(iv) all of the rights, title and interests in the Plains Inc. Ownership Assets shall be allocated to and vested in Plains LLC without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or encumbrances thereon; and

(v) the Merger Cash Amount shall be allocated to and vested in Plains Inc. without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred.

(c) Allocation of Liabilities. At the Merger Effective Time (or immediately prior thereto in the case of the Plains Inc. Ownership Assets):

(i) all liabilities and obligations of Plains LLC of any kind or character (whether matured or unmatured, existing or inchoate, fixed or contingent) as in effect immediately prior to the Merger Effective Time shall remain vested in Plains LLC without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred;

(ii) all liabilities and obligations associated with the Plains Inc. Assets of any kind or character (whether matured or unmatured, existing or inchoate, fixed or contingent) as in effect immediately prior to the Merger Effective Time (including any income, ad valorem, franchise or doing business tax) shall remain vested in Plains Inc. without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred;

(iii) all liabilities and obligations associated with the Plains Inc. Other Assets of any kind or character (whether matured or unmatured, existing or inchoate, fixed or contingent) as in effect immediately prior to the Merger Effective Time (including any income, ad valorem, franchise or doing business tax) shall remain vested in Plains Inc. without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred;

(iv) all liabilities and obligations associated with the Plains Inc. Ownership Assets of any kind or character (whether matured or unmatured, existing or inchoate, fixed or contingent) as in effect immediately prior to the Merger Effective Time shall be allocated to and vested in Plains LLC without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred; and

(v) all Transfer Taxes shall be allocated to and vested in Plains Inc. without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred.

(d) Merger Effective Time. The Merger shall be effected through the filing of a certificate of merger (the "Certificate of Merger") in the office of the Secretary of State of the State of Texas as provided in Section 10.007 of the TBOC, and shall be effective upon filing (the "Merger Effective Time").



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TREASURY OF STATE  
TALLAHASSEE, FLORIDA

4. ***No Conversion of Partnership Interests or Membership Interests.*** The shares of Plains Inc. and the membership interests of Plains LLC in existence immediately prior to the Merger Effective Time shall remain unaffected and unimpaired by the Merger and shall not be converted into any other shares, membership interests, partnership interests, obligations, evidences of ownership, rights to purchase securities, or other securities of any other corporation or other entity, into cash or other property, or into any combination of the foregoing.

5. ***Organizational Documents; Directors and Officers.***

(a) The certificate of formation of Plains LLC and the certificate of formation of Plains Inc., as in effect immediately prior to the Merger Effective Time, shall thereafter continue in full force and effect as the certificate of formation of Plains LLC and the certificate of formation of Plains Inc.

(b) The limited liability company agreement of Plains LLC and the corporate bylaws of Plains Inc., as in effect immediately prior to the Merger Effective Time, shall thereafter continue in full force and effect as the limited liability company agreement of Plains LLC and the corporate bylaws of Plains Inc.

(c) The directors and officers (as applicable) of each Constituent Party who serve in such capacity or are in office immediately prior to the Merger Effective Time shall thereafter continue to serve in such capacity with respect to each Constituent Party, subject to the terms of the limited liability company agreement and the corporate bylaws (as applicable) of Plains LLC and Plains Inc. and applicable law.

6. ***Cooperation with Regard to Confirmatory Filings.*** Each Constituent Party agrees to reasonably cooperate with the other Constituent Party in connection with the execution, acknowledgement and recording of conveyances, assignments and other similar documents confirming and evidencing the allocation of all real property allocated to any Constituent Party pursuant to the preceding provisions.

7. ***Fractional Interests, Contract Rights and NOLs.*** For the avoidance of doubt, the Constituent Parties acknowledge and agree that the operation and effect of this Plan of Merger shall not result at any time before, during or after the Merger Effective Time in any rights, title or interests in the Fractional Interests, Contract Rights and NOLs being vested in Plains LLC and that at any time before, during and after the Merger Effective Time any rights, title or interests in the Fractional Interests, Contract Rights and NOLs shall be vested in Plains Inc.

7. ***Miscellaneous.***

(a) This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Texas.

(b) This Plan of Merger shall be binding upon and shall inure to the benefit of the Constituent Parties and their respective successors and assigns.

(c) The headings contained in this Plan of Merger are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan of Merger.

(d) For the convenience of the Constituent Parties, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

(e) As used herein the word "including" shall mean including without limitation.

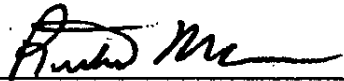
(f) At any time prior to the Merger Effective Time, the Constituent Parties may, to the extent provided by law, amend or supplement this Plan of Merger by written action taken by the appropriate governing authorities of the Constituent Parties.

*[Signature Page Follows]*


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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the Constituent Parties have caused this Plan of Merger to be executed and delivered as of the date first set forth above.

**PLAINS GP LLC**

By:   
Name: Richard McGee  
Title: Vice President

**PLAINS MARKETING GP INC.**

By:   
Name: Richard McGee  
Title: Vice President

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TALLAHASSEE, FLORIDA