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TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

MXENERGY INC.

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ARTICLES OF MERGER
OF
TOTAL GAS & ELECTRIC, INC.
INTO
MXENERGY INC.

FILED
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CLERK OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic wholly-owned subsidiary business corporation and the foreign parent business corporation herein named do hereby adopt the following articles of merger.

1. Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger for merging Total Gas & Electric, Inc. ("TG&E") with and into MxEnergy Inc., a Delaware corporation ("MxEnergy"), as approved by the Boards of Directors of TG&E and MxEnergy on June 30, 2005.
2. The merger of TG&E with and into Parent is permitted by the laws of the jurisdiction of organization of Parent and has been authorized in compliance with said laws.
3. Shareholder approval was not required for the merger.
4. The effective date of the merger herein provided for in the State of Florida shall be August 31, 2006.

[SIGNATURES FOLLOW]

LEGAL_US_E# 71722010.1

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NO. 024 P. 2

AUG. 31. 2006 10:21AM C S C

W06000217955 3

Executed on August 24, 2006.

TOTAL GAS & ELECTRIC, INC.

By: 

Name: Jeffrey A. Mayer

Title: President and Chief Executive Officer

MXENERGY INC.

By: 

Name: Jeffrey A. Mayer

Title: President and Chief Executive Officer

LEGAL_US_E#71722010.1

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EXHIBIT A

[See attached]

LEGAL_US_E# 71722010.1

NO. 024 P. 4

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AUG. 31. 2006 10:22AM C S C

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "*Agreement*") is made and entered into as of this 31st day of August, 2006, pursuant to Section 253 of the Delaware General Corporation Law (the "*DGCL*") and Section 617.1104 of the Florida Business Corporation Act (the "*FBCA*"), by and between MxEnergy Inc., a Delaware corporation ("*MxEnergy*"), and Total Gas & Electric, Inc., a Florida corporation ("*TG&E*").

WITNESSETH:

WHEREAS, TG&E desires to merge with and into MxEnergy (such transaction hereinafter referred to as the "*Merger*");

WHEREAS, TG&E was incorporated in Florida upon the filing of Articles of Incorporation with the Secretary of State of the State of Florida on May 3, 1995, as amended by the filing of Articles of Amendment to Articles of Incorporation with the Secretary of State of the State of Florida on June 9, 1998 and as amended by the filing of Articles of Amendment to Articles of Incorporation with the Secretary of State of the State of Florida on April 6, 2000, and is authorized to issue 8,000,000 shares of common stock, par value \$0.001 per share (the "*TG&E Common Stock*"), and 2,000,000 shares of preferred stock, par value \$0.001 per share (the "*TG&E Preferred Stock*"), of which 566,500 shares of TG&E Common Stock, 26,250.2 shares of Series A TG&E Preferred Stock and 38,750 shares of Series B TG&E Preferred Stock are issued and outstanding as of the date of this Agreement, and all of which are owned and held by MxEnergy;

WHEREAS, MxEnergy was formed in Delaware upon the filing of a Certificate of Incorporation (the "*Certificate of Incorporation*") with the Secretary of State of the State of Delaware on April 13, 1999, as amended by the filing of a Certificate of Amendment to Certificate of Incorporation with the Secretary of State of the State of Delaware on November 16, 2001, and as amended by the filing of an Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware on June 29, 2004, and is authorized to issue 10,000,000 shares of common stock, par value \$0.01 per share (the "*MxEnergy Common Stock*") and 5,000,000 shares of preferred stock, par value \$0.01 per share (the "*MxEnergy Preferred Stock*") of which 100 shares of MxEnergy Common Stock and no shares of MxEnergy Preferred Stock are issued and outstanding as of the date of this agreement, and all of which are owned by MxEnergy Gas Capital Corp., a Delaware corporation ("*MxEnergy Gas Capital*"); and

WHEREAS, the boards of directors of TG&E and MxEnergy desire that the Merger provided for herein be a tax-free reorganization pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended (the "*Code*");

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, covenants and

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agreements hereinafter contained, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto do hereby prescribe the terms and conditions of said Merger and mode of carrying the same into effect as follows:

ARTICLE I

THE MERGER

Section 1.1 Surviving Corporation. On the Effective Date (as defined herein) TG&E shall merge with and into MxEnergy, and MxEnergy shall be the surviving company in the Merger (hereinafter sometimes called the "*Surviving Company*"). At the Effective Date, the separate existence of TG&E shall cease. The parties hereto intend that the Merger qualify as a tax-free reorganization pursuant to Section 368(a) of the Code; *provided*, that all parties recognize that there can be no assurance that such treatment will be accorded.

Section 1.2 Certificate of Incorporation. As of the Effective Date, the Certificate of Incorporation of MxEnergy, as in effect on the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Company, until thereafter amended as provided by law.

Section 1.3 Bylaws. As of the Effective Date, the Bylaws of MxEnergy, as they shall exist on the Effective Date, shall continue in full force and effect as the Bylaws of the Surviving Company, until thereafter altered, amended or repealed as provided by law or therein.

Section 1.4 Officers. The officers of MxEnergy immediately prior to the Effective Date shall, from and after the Effective Date, be the officers of the Surviving Company and shall hold office from the Effective Date until their respective successors are duly elected or appointed and qualified in the manner provided in the Bylaws of the Surviving Company, or as otherwise provided by law.

Section 1.5 Effective Date. The Merger shall become effective on the date of filing of (i) a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware pursuant to Section 253 of the DGCL (the "*Certificate of Merger*") and (ii) Articles of Merger with the Secretary of State of the State of Florida pursuant to Section 607.1105 of the FBCA (the "*Articles of Merger*"). The date on which the Merger becomes effective is herein referred to as the "*Effective Date*".

Section 1.6 Conversion of Stock. Each share of TG&E Common Stock and TG&E Preferred Stock that is issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without further action, be cancelled resulting in MxEnergy Gas Capital owning all of the stock of the Surviving Company.

Section 1.7 Transfer of Assets and Liabilities. Upon the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of TG&E shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property rights, and every other interest of TG&E shall be as effectively the property of the Surviving Company as they were of TG&E. All rights of creditors of TG&E and all liens upon any property of TG&E shall be preserved unimpaired, and all debts, liabilities and duties of TG&E shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Section 1.8 Additional Actions. At any time, and from time to time, after the Effective Date, the last acting officers of TG&E, or the corresponding officers of the Surviving Company, may, in the name of TG&E, execute and deliver or cause to be executed and delivered all such deeds, bills of sale, assignments, assurances, certificates, agreements, instruments and other writings and to take or cause to be taken such further or other actions as the Surviving Company may deem necessary or desirable in order to vest in the Surviving Company title to and possession of any property of TG&E acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of the Surviving Company are fully authorized in the name of TG&E or otherwise to take any and all such action.

Section 1.9 Service of Process. MxEnergy hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of TG&E or any obligation of MxEnergy relating to the Merger.

Section 1.10 Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned by the board of directors of TG&E or the board of directors of MxEnergy at any time prior to the time that the Certificate of Merger is filed with the Secretary of State of the State of Delaware and the Articles of Merger are filed with the Secretary of State of the State of Florida.

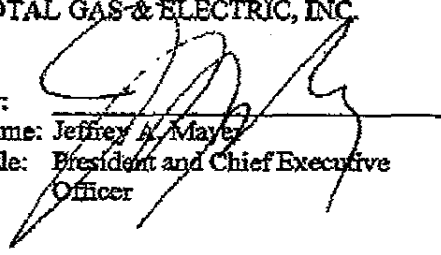
Section 1.11 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to conflict of laws principles.

[Signature Page Follows]

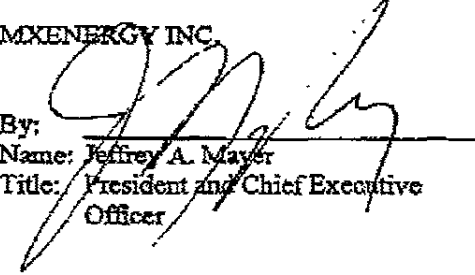
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IN WITNESS WHEREOF, the undersigned have executed and delivered
this Agreement as of the date first written above.

TOTAL GAS & ELECTRIC, INC.

By: 
Name: Jeffrey A. Mayer
Title: President and Chief Executive
Officer

MXENERGY INC.

By: 
Name: Jeffrey A. Mayer
Title: President and Chief Executive
Officer

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