

CT CORPORATION SYSTEM

CORPORATION(S) NAME

**F83035**

Decker Energy- Carson City, Inc. and Carson City Station, L.L.C. Merger

0

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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APPROVED  
AND  
FILED

effective date  
12-31-01

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<hr/>		
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

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01 DEC 14 PM 12:39  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

Name \_\_\_\_\_  
Availability \_\_\_\_\_  
Document \_\_\_\_\_  
Examiner \_\_\_\_\_  
Updater \_\_\_\_\_  
Verifier \_\_\_\_\_  
W.P. Verifier \_\_\_\_\_

12/14/01

Order#: 4981632

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Ref#: \*\*\*\*\*95.00 \*\*\*\*\*95.00

Amount: \$

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

*[Signature]*

*[Signature]*  
12-14-01

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

DECKER ENERGY - CARSON CITY, INC., A NON-QUALIFIED MICHIGAN  
ENTITY  
CARSON CITY STATION, L.L.C., A NON-QUALIFIED MICHIGAN ENTITY

INTO

**DECKER ENERGY INTERNATIONAL, INC.,** a Florida entity, F83035.

File date: December 14, 2001 , effective December 31, 2001

Corporate Specialist: Trevor Brumbley

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TALLAHASSEE, FLORIDA

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## ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street Address	Jurisdiction	Entity Type
1. Decker Energy - Carson City, Inc. 152 Lincoln Ave. Winter Park, FL 32789-3812	Michigan	Corporation
Florida Document/Registration Number: n/a		FEI Number: 59-3654218
2. Carson City Station, L.L.C. 152 Lincoln Ave. Winter Park, FL 32789-3812	Michigan	LLC
Florida Document/Registration Number: n/a		FEI Number: pending
3.		
Florida Document/Registration Number:		FEI Number:
4.		
Florida Document/Registration Number:		FEI Number:

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(Attach additional sheet(s) if necessary)

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Decker Energy International, Inc.	Florida	Corporation
152 Lincoln Ave.		
Winter Park, FL 32789-3812		

Florida Document/Registration Number: F83035      FEI Number: 59-2204813

**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

**EIGHTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 7<sup>th</sup> day of December, 2001, between and among Decker Energy International, Inc., a Florida corporation ("Decker"), Decker Energy – Carson City, Inc., a Michigan corporation ("DECC"), and Carson City Station, L.L.C., a Michigan limited liability company ("CCS").

### RECITALS:

A. DECC currently has One Hundred (100) shares of common stock issued and outstanding. Decker is the sole shareholder of DECC.

B. DECC is the sole member of CCS, and owns One Hundred Percent (100%) of the membership interests of CCS.

C. The Boards of Directors of Decker and DECC and the Manager of CCS have each determined that it is in the best interests of their respective stock and membership owners to effect a merger of DECC and CCS with and into Decker, with Decker being the surviving entity, under and pursuant to Section 607.1108, Chapter 607, Florida Statutes, and Section 450.705a.(3), Chapter 405, Michigan Compiled Laws, and pursuant to the terms and conditions of this Agreement hereafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

### 1. The Merger

At the Effective Date (as defined in Section 5) and subject to and upon the terms and conditions of this Agreement and Florida and Michigan law, DECC and CCS shall be merged with and into Decker, the separate existence of DECC and CCS shall cease, and Decker shall continue as the surviving entity (hereinafter referred to as the "Merger").

### 2. Effect of Merger

a. At the Effective Date, DECC as a separate corporation shall be merged into Decker, and the separate existence of DECC shall cease except to the extent that it is deemed to continue by the laws of Michigan in the case of a domestic corporation after its merger with and into a foreign surviving entity. All of the assets of DECC shall become the assets of Decker, and all of the liabilities of DECC shall become liabilities of Decker.

b. At the Effective Date, CCS as a separate limited liability company shall be merged into Decker, and the separate existence of CCS shall cease except to the extent that it is deemed to continue by the laws of Michigan in the case of a domestic limited liability company after its merger with and into a foreign surviving entity. All of the assets of CCS shall become the assets of Decker, and all of the liabilities of CCS shall become liabilities of Decker.

c. Decker, the sole surviving entity, shall continue to be governed by the laws of the State of Florida as a corporation. The street address of Decker's principal place of business is 152 Lincoln Avenue, Winter Park, Florida 32789.

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d. At the Effective Date of this Merger, the separate existence of DECC and CCS shall cease and shall be merged into the surviving entity, Decker, in accordance with the provisions of this Agreement. The surviving entity, at the Effective Date of the Merger, shall possess all of the rights, privileges, powers, immunities, and franchises of both a public and private nature, and shall be subject to all of the restrictions, liabilities, and duties of DECC, CCS, and Decker as so merged. All of the rights, privileges, immunities, powers, and franchises of DECC, CCS, and Decker, all property, real, personal, and mixed, and all debts due to DECC, CCS, or Decker on whatever account, shall remain or be vested in Decker as the surviving entity at the Effective Date. All and every other property, right, privilege, immunity, power, and franchise, and all and every other interest of or belonging to or due to DECC, CCS, or Decker shall remain and be, after the Effective Date, the property of Decker, the surviving entity, as they were the property of DECC, CCS, and Decker prior to the Effective Date, and they shall be taken and transferred to and vested in the surviving entity without further act or deed. The title to any real estate or interest therein vested by deed or otherwise in DECC, CCS, or Decker shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of DECC, CCS, or Decker shall continue and be preserved unimpaired, and all debts, liabilities, obligations, penalties, and duties, including liability to dissenting shareholders, and claims or actions or proceedings, civil or criminal, pending by or against any of such entities shall thenceforth attach to Decker, as the surviving entity, and may be enforced and prosecuted against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it, and Decker, as the surviving entity, may be substituted for DECC or CCS, which shall be the disappearing entities in the Merger. Any judgments rendered against DECC, CCS, or Decker may be enforced against Decker as the surviving entity.

3. Articles of Incorporation; Directors and Officers

a. At the Effective Date, the Articles of Incorporation of Decker in effect immediately prior to the Merger will remain the Articles of Incorporation of Decker, the surviving corporation without change or amendment.

b. At the Effective Date, the Board of Directors of Decker in office immediately prior to the Effective Date shall at the Effective Date constitute the Board of Directors of the surviving entity.

c. The officers of Decker in office immediately prior to the Effective Date shall at the Effective Date constitute the officers of the surviving entity.

d. At the Effective Date, the Board of Directors of DECC shall be deemed to have resigned and their resignations accepted, and each of the officers of DECC shall be deemed to have been terminated from his office and the authority thereof, saving and excepting the continuing authority requisite to fill the undertakings and agreements set forth herein.

e. At the Effective Date, the manager of CCS shall be deemed to have resigned and its resignation accepted, and each of the officers of CCS shall be deemed to have been terminated from his office and the authority thereof, saving and excepting the continuing authority requisite to fill the undertakings and agreements set forth herein.

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4. Terms of Merger

The treatment of the shareholders of Decker and DECC and the sole member of CCS as a result of the Merger shall be as follows:

a. At the Effective Date, each outstanding share of DECC common stock issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger, automatically be deemed canceled, and all other rights therein, except for such rights as may be provided under Michigan law, shall cease to exist.

b. At the Effective Date, the membership interests owned by the sole member of CCS immediately prior to the Effective Date shall, by virtue of the Merger, automatically be deemed canceled, and all other rights therein, except for such rights as may be provided under Michigan law, shall cease to exist.

5. Effective Date

If this Agreement and Plan of Merger shall have been approved and adopted by written consent or at meetings to be called and held in accordance with the applicable provisions of the Florida Statutes and Michigan Compiled Laws and the respective Articles of Incorporation, Articles of Organization, Bylaws, and Operating Agreement of Decker, DECC, and CCS, and if the Merger is not thereafter terminated as permitted by the provisions hereof, then the proper officers of Decker, DECC, and CCS shall sign and verify Articles of Merger and a Certificate of Merger and shall deliver such Articles and Certificate for filing with the Secretaries of State of Florida and Michigan, respectively. The Merger shall become effective as of the close of business on the date on which such Articles of Merger and Certificate of Merger shall be filed, or such later date as may be indicated in those documents. Such time is herein referred to as "Effective Date." Each of the constituent entities hereby agrees to promptly take all such actions that shall be necessary to enable them to perform and fulfill as early as practicable the undertakings and agreements herein provided.

6. Expenses

All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, with the exception of any payment of fair value of shares subject to dissenters' rights, shall be paid by Decker.

7. Termination

This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date by mutual consent of the Boards of Directors and Manager, respectively, of Decker, DECC, and CCS. Upon such termination, this Agreement shall forthwith become wholly void and of no effect.



8. Amendment and Waiver

At any time prior to the Effective Date, the respective Boards of Directors and Manager of Decker, DECC, and CCS, or the respective duly elected and authorized officers of each entity, may amend or waive any of the terms or conditions of this Agreement.

9. Counterparts

This Agreement may be executed in any number of counterparts all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

10. Headings

The headings and captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Severability

If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

12. Entire Agreement

This Agreement and the agreements and other documents delivered pursuant hereto set forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporate or supersede all prior negotiations and understandings. There are no covenants, promises, agreements, conditions, or understandings, either oral or written, between or among the parties relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Agreement (or any officer, director, employee, or agent thereof) to induce any other party to enter into this Agreement or to abide by or consummate any transactions contemplated by any terms of this Agreement, except those representations and warranties expressly set forth herein.

13. Successors

Each and all of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Agreement, their respective successors and assigns; provided, however, that neither this Agreement nor any rights herein granted may be assigned, transferred, or encumbered by any party.

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TREASURY  
FALLS, MICHIGAN

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14. Third Parties

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

15. Joint Preparation

This Agreement is to be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year above first written.

DECKER ENERGY INTERNATIONAL,  
INC.

By: Macauley Whiting Jr.  
Macauley Whiting, Jr.  
President

DECKER ENERGY - CARSON CITY,  
INC.

By: Macauley Whiting Jr.  
Macauley Whiting, Jr.  
President

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TALLAHASSEE, FLORIDA

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CARSON CITY STATION, L.L.C.

By: Decker Energy - Carson City, Inc.  
Member

By: Macauley Whiting Jr.  
Macauley Whiting, Jr.  
President