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Division of Corporations

(2/10) 07/01/2014 10:55:54 AM -0400

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Florida Department of State
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MERGER OR SHARE EXCHANGE

AtlaGas Decker Energy Inc.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$70.00

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ARTICLES OF MERGER

(Profit Corporations)

ESTABLISHED BY
MELANIE L. HARRIS

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>AltaGas Decker Energy Inc.</u>	<u>Delaware</u>	<u></u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Decker Energy International, Inc.</u>	<u>Florida</u>	<u>F83035</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on June 30, 2014.

The Plan of Merger was adopted by the board of directors of the surviving corporation on and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 30, 2014.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on and shareholder approval was not required.

(Attach additional sheets if necessary)

(4/10) 07/01/2014 10:57:01 AM -0400

Typed or Printed Name of Individual & Title

Steven W. Warszinski, Vice President and Controller

Steven W. Warszuka, Vice President and Controller

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is made as of July 1, 2014 (this "Agreement") by and between AltaGas Decker Energy Inc., a Delaware corporation ("Decker Delaware"), and Decker Energy International, Inc., a Florida corporation ("Decker Florida"). Decker Delaware and Decker Florida are sometimes referred to herein as the "Constituent Corporations." Decker Delaware is a wholly owned subsidiary of Decker Florida.

RECITALS

A. Decker Florida is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 6,500,000 shares, all of which are designated as Common Stock, with a par value of \$0.05 per share. As of the date hereof, 100 shares of Common Stock were issued and outstanding.

B. Decker Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 5,000 shares, all of which are designated Common Stock, with a par value of \$0.001 per share. As of the date hereof, 10 shares of Common Stock were issued and outstanding, all of which are held by Decker Florida.

C. It is the intent of this Agreement that the merger provided for herein shall be pursuant to the applicable laws of the State of Florida and the State of Delaware and shall qualify as a reorganization as defined in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

D. The Board of Directors of Decker Florida has determined that, for the purpose of effecting the reincorporation of Decker Florida in the State of Delaware, it is advisable and in the best interests of Decker Florida and its sole shareholder that Decker Florida merge with and into Decker Delaware upon the terms and conditions herein provided.

E. The respective Boards of Directors of Decker Delaware and Decker Florida have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Decker Delaware and Decker Florida hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law ("Delaware Law") and the Florida Business Corporation Act ("Florida Law"), Decker Florida shall be merged with and into Decker Delaware (the "Merger"), the separate existence of Decker Florida shall cease and Decker Delaware shall be, and is herein sometimes

referred to as, the “**Surviving Corporation**,” and the name of the Surviving Corporation shall be AltaGas Decker Energy Inc.

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of Delaware Law and Florida Law;

(b) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of Delaware Law shall have been filed with the Secretary of State of the State of Delaware; and

(c) Executed Articles of Merger meeting the requirements of Florida Law shall have been filed with the Florida Department of State.

The date and time when the Merger shall become effective, as aforesaid, is herein called the “**Effective Time**.”

1.3 **Effect of the Merger.** Upon the Effective Time, the separate existence of Decker Florida shall cease, and Decker Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time, (ii) shall be subject to all actions previously taken by its and Decker Florida’s Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Decker Florida in the manner as more fully set forth in Section 259 of Delaware Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Decker Florida in the same manner as if Decker Delaware had itself incurred them, all as more fully provided under the applicable provisions of Delaware Law and Florida Law.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Certificate of Incorporation.** The Certificate of Incorporation of Decker Delaware as in effect immediately prior to the Effective Time (the “**Certificate of Incorporation**”) shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 **Bylaws.** The Bylaws of Decker Delaware as in effect immediately prior to the Effective Time (the “**Bylaws**”) shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 **Directors and Officers.** The directors and officers of Decker Delaware immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation or the Bylaws.

3. MANNER OF CONVERSION OF STOCK

3.1 Decker Florida Common Stock. At the Effective Time, each share of Decker Florida Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for 100 fully paid and nonassessable shares of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 Decker Delaware Common Stock. At the Effective Time, each share of Common Stock, \$0.001 par value, of Decker Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Decker Delaware, the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

3.3 Exchange of Certificates.

(a) After the Effective Time, each holder of a certificate representing outstanding shares of Decker Florida Common Stock may, at such shareholder's option, surrender the same for cancellation to an exchange agent whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Decker Florida Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of Decker Florida Common Stock were converted in the Merger.

(b) The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

(c) Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Decker Florida so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

(d) If any certificate for shares of the Surviving Corporation's Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

4. GENERAL

4.1 Covenants of Decker Delaware. Decker Delaware covenants and agrees that it will, on or before the Effective Time:

(a) File any and all documents with the appropriate tax authority of the State of Florida necessary for the assumption by Decker Delaware of all of the corporate or franchise tax liabilities of Decker Florida; and

(b) Take such other actions as may be required by Florida Law.

4.2 Approval. This Agreement has been duly authorized and approved by the stockholders of each of the Constituent Corporations in accordance with Section 607.1104 of Florida Law and Section 252 of Delaware Law.

4.3 Necessary Actions. The Constituent Corporations hereby stipulate that they will cause to be executed and filed or recorded any document or documents prescribed by the applicable laws of the States of Florida and Delaware, and that they will cause to be performed all necessary acts therein or elsewhere to effectuate the Merger.

4.4 Stockholder Dissent. Stockholders of Decker Delaware who, except for the applicability of Section 607.1104 of Florida Law, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321 of Florida Law, may be entitled, if they comply with the provisions of Florida Law regarding appraisal rights, to be paid the fair value of their shares.

4.5 Authorization. The officers of Decker Florida and Decker Delaware, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or the Merger.

4.6 Further Assurances. From time to time, as and when required by Decker Delaware or by its successors or assigns, (a) there shall be executed and delivered on behalf of Decker Florida such deeds and other instruments, and there shall be taken or caused to be taken by Decker Delaware and Decker Florida such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Decker Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Decker Florida and otherwise to carry out the purposes of this Agreement, and (b) the officers and directors of Decker Delaware are fully authorized in the name and on behalf of Decker Florida or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments as they deem necessary or appropriate.

4.7 Abandonment. At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Decker Florida or Decker Delaware, or both, notwithstanding the approval of this Agreement by the sole shareholder of Decker Florida or by the sole stockholder of Decker Delaware, or by both.

4.8 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware and the Florida Department of State, provided that subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation, this Agreement shall not be amended except in compliance with Florida Law and Delaware Law.

4.9 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801, and Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.10 Merger Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.11 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of Florida Law.

4.12 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

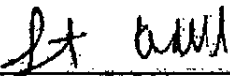
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IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the Boards of Directors of Decker Delaware and Decker Florida, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

ALTAGAS DECKER ENERGY INC.
a Delaware corporation

By: 

Name: Steven W. Warsinske

Title: Vice President and Controller



**DECKER ENERGY INTERNATIONAL,
INC., a Florida corporation**

By: 

Name: Steven W. Warsinske

Title: Vice President and Controller

[Signature Page to Agreement of Merger]