

F9600002982

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

((H07000053152 3)))



H070000531523ABCK

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:  
Division of Corporations  
Fax Number : (850) 205-0380

From:  
Account Name : C T CORPORATION SYSTEM  
Account Number : FCA000000023  
Phone : (850) 222-1092  
Fax Number : (850) 878-5926

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2007 FEB 27 AM 10:18

RECEIVED  
07 FEB 27 AM 8:00  
DIVISION OF CORPORATIONS

**MERGER OR SHARE EXCHANGE**

Heritage Service Corp.

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$105.00

Electronic Filing Menu

Corporate Filing Menu

Help

PS 2/28/07  
marked  
OK TO FILE

2007 FEB 27 AM 10:18

## ARTICLES OF MERGER

(Profit Corporations)

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>Heritage Service Corp.</u>	<u>Delaware</u>	_____

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Hillsboro Gas Company</u>	<u>Florida</u>	<u>249363</u>
<u>HBG Enterprises of Tampa, Inc.</u>	<u>Florida</u>	<u>H12267</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 02/27/07.

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 02/27/07.

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)

Seventh: **SIGNATURES FOR EACH CORPORATION**

**Name of Corporation**

**Signature of an Officer or  
Director**

**Typed or Printed Name of Individual & Title**

Heritage Service Corp.



Mark A. Darr, Vice President

Hillsboro Gas Company



Mark A. Darr, Vice President

HBG Enterprises of Tampa, Inc.



Mark A. Darr, Vice President

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger ("*Agreement*") made as of the 27<sup>th</sup> day of February 2007, by and between HBG Enterprises of Tampa, Inc., a Florida corporation, Hillsboro Gas Company, a Florida corporation, (collectively the "*Non-Surviving Corporations*"), and Heritage Service Corp., a Delaware corporation, ("*Surviving Corporation*"). Surviving Corporation and the Non-Surviving Corporations are also referred to herein collectively as the "*Constituent Corporations*" and individually as a "*Constituent Corporation*".

In consideration of the mutual covenants contained herein, the Constituent Corporations agree as follows:

### 1. Recitals.

1.1 Each of the Constituent Corporations does deem it advisable and in the best interest of said corporation and its shareholders that Surviving Corporation merge into itself the Non-Surviving Corporations, and that the Non-Surviving Corporations merge into Surviving Corporation, pursuant to Section 256 of the Delaware General Corporation Act, as amended (the "*Delaware Act*") and Section 607.1107 of the Florida Business Corporation Act, as amended (the "*Florida Act*").

1.2 The authorized capital stock of HBG Enterprises of Tampa, Inc. consists of 7,000 shares of Common Stock, par value \$1.00 per share, of which 710 shares are issued and outstanding.

1.3 The authorized capital stock of Hillsboro Gas Company consists of 10,000 shares of Common Stock, par value \$1.00 per share, of which 1,000 shares are issued and outstanding.

1.3 The authorized capital stock of Surviving Corporation consists of 3,000 shares of common stock, no par value, of which 1,000 shares are issued and outstanding.

1.4 The Boards of Directors of Surviving Corporation and the Non-Surviving Corporations, by resolutions duly adopted, have approved and declared advisable the terms of this Agreement and have directed the submission of this Agreement to the sole shareholder of the respective Constituent Corporations for approval.

### 2. The Merger.

2.1 At the Effective Time, as defined in Section 5.3 of the Agreement, the Non-Surviving Corporations shall be merged with and into Surviving Corporation, which shall be the surviving corporation, and Surviving Corporation at such time shall merge the Non-Surviving Corporations with and into Surviving Corporation (the "*Merger*").

2.2 The corporate existence of Surviving Corporations with all its purposes, powers, and objects shall continue unaffected and unimpaired by the Merger and Surviving Corporation as it shall be constituted after the Effective Time shall be the surviving corporation.

2.3 From and after the Effective Time, without further act or deed,

(a) the separate existence of the Non-Surviving Corporations shall cease, except insofar as it may be continued by statute,

(b) Surviving Corporation, as the surviving corporation, shall possess and be vested with all of the property, rights, privileges, powers, and franchises, and be subject to and liable for all the restrictions, disabilities, debts, liabilities, obligations, penalties and duties, of each of the Constituent Corporations, and

(c) any action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation as of the Effective Time, may be prosecuted as if the Merger had not taken place, or Surviving Corporation may be substituted in such action or proceeding.

2.4 If at any time after the Effective Time Surviving Corporation shall consider or be advised that any further assignment, assurances in law, or any other things are necessary or desirable to vest, perfect or confirm of record or otherwise in Surviving Corporation, the title to any property or right of the Non-Surviving Corporations acquired or to be acquired by reason of or as a result of the Merger, the Non-Surviving Corporations and their proper officers and directors will, upon notice, execute and deliver such proper deeds, assignments and assurances reasonably requested by Surviving Corporation and do all things necessary or advisable to vest, perfect or confirm title to such property or rights in Surviving Corporation and otherwise to carry out the intent and purposes of this Agreement, and the proper officers and directors of Surviving Corporation are fully authorized in the name of the Non-Surviving Corporations or otherwise to take any and all such action.

2.5 It is intended that the Merger qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

### 3. Articles of Incorporation; Bylaws; Board of Directors; Officers.

3.1 The By-Laws of the surviving corporation shall be the By-Laws of the Surviving Corporation as of the date hereof.

3.2 The directors of the surviving corporation shall be the persons who are serving as the directors of Surviving Corporation as of the date hereof.

3.3 The officers of the surviving corporation shall be the persons who are serving as the officers, in their respective capacities, of Surviving Corporation as of the date hereof.

### 4. Conversion of Shares.

4.1 At the Effective Time each one (1) share of the Non-Surviving Corporations common stock issued and outstanding immediately prior to the Effective Time then held by each Non-Surviving Corporation shareholder of record shall, by virtue of the Merger and

without any action on the part of the holder thereof, be cancelled, and no replacement stock shall be issued, and each share of the Surviving Corporation's Common Stock will remain outstanding.

**5. Procedure to Effect Merger.**

5.1 Upon the approval of this Agreement by the shareholders of each Constituent Corporation, the officers of Surviving Corporation shall file a copy of this Agreement, or a Certificate of Merger with respect thereto prepared in accordance with Section 252 of the Delaware Act, with the Secretary of State of the State of Delaware, and with the Secretary of State of Florida in accordance with the applicable provisions of the Florida Act. Each of the Constituent Corporations hereby agrees to do promptly all of such acts, and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it.

5.2 Prior to the Effective Time, this Agreement may be terminated by the mutual consent of the Boards of Directors of the Constituent Corporations whether before or after approval of this Agreement by the sole shareholder of the Constituent Corporations.

5.3 The Merger shall be effective at the time of filing on the day of filing of the Articles of Merger with the Florida Department of State (the "Effective Time").

5.4 Upon its execution and delivery, this Agreement shall be retained on file at the principal place of business of Surviving Corporation and a copy thereof shall be furnished by Surviving Corporation, on request and without cost, to any shareholder of any Constituent Corporation.

**6. Miscellaneous.**

6.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement between the parties hereto.

6.2 Except as otherwise provided in this Agreement, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, firm or corporation, other than the Constituent Corporations or their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

6.3 This Agreement and legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

6.4 The address of the Surviving Corp where copies of process may be sent by the Secretary of State of Florida is:

8801 South Yale Avenue  
Suite 310  
Tulsa, Oklahoma 74133

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be signed in its corporate name by its duly authorized officers as of the date first above written.

Hillsboro Gas Company

By: \_\_\_\_\_  
Mark A. Darr, Vice President

HBG Enterprises of Tampa, Inc.

By: \_\_\_\_\_  
Mark A. Darr, Vice President

Heritage Service Corp.

By: \_\_\_\_\_  
Mark A. Darr, Vice President

660233.1

## AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger ("Agreement") made as of the 27<sup>th</sup> day of February 2007, by and between HBG Enterprises of Tampa, Inc., a Florida corporation, Hillsboro Gas Company, a Florida corporation, (collectively the "Non-Surviving Corporations"), and Heritage Service Corp., a Delaware corporation, ("Surviving Corporation"). Surviving Corporation and the Non-Surviving Corporations are also referred to herein collectively as the "Constituent Corporations" and individually as a "Constituent Corporation".

In consideration of the mutual covenants contained herein, the Constituent Corporations agree as follows:

### 1. Recitals.

1.1 Each of the Constituent Corporations does deem it advisable and in the best interest of said corporation and its shareholders that Surviving Corporation merge into itself the Non-Surviving Corporations, and that the Non-Surviving Corporations merge into Surviving Corporation, pursuant to Section 256 of the Delaware General Corporation Act, as amended (the "Delaware Act") and Section 607.1107 of the Florida Business Corporation Act, as amended (the "Florida Act").

1.2 The authorized capital stock of HBG Enterprises of Tampa, Inc. consists of 7,000 shares of Common Stock, par value \$1.00 per share, of which 710 shares are issued and outstanding.

1.3 The authorized capital stock of Hillsboro Gas Company consists of 10,000 shares of Common Stock, par value \$1.00 per share, of which 1,000 shares are issued and outstanding.

1.3 The authorized capital stock of Surviving Corporation consists of 3,000 shares of common stock, no par value, of which 1,000 shares are issued and outstanding.

1.4 The Boards of Directors of Surviving Corporation and the Non-Surviving Corporations, by resolutions duly adopted, have approved and declared advisable the terms of this Agreement and have directed the submission of this Agreement to the sole shareholder of the respective Constituent Corporations for approval.

### 2. The Merger.

2.1 At the Effective Time, as defined in Section 5.3 of the Agreement, the Non-Surviving Corporations shall be merged with and into Surviving Corporation, which shall be the surviving corporation, and Surviving Corporation at such time shall merge the Non-Surviving Corporations with and into Surviving Corporation (the "Merger").

2.2 The corporate existence of Surviving Corporations with all its purposes, powers, and objects shall continue unaffected and unimpaired by the Merger and Surviving Corporation as it shall be constituted after the Effective Time shall be the surviving corporation.



2.3 From and after the Effective Time, without further act or deed,

(a) the separate existence of the Non-Surviving Corporations shall cease, except insofar as it may be continued by statute,

(b) Surviving Corporation, as the surviving corporation, shall possess and be vested with all of the property, rights, privileges, powers, and franchises, and be subject to and liable for all the restrictions, disabilities, debts, liabilities, obligations, penalties and duties, of each of the Constituent Corporations, and

(c) any action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation as of the Effective Time, may be prosecuted as if the Merger had not taken place, or Surviving Corporation may be substituted in such action or proceeding.

2.4 If at any time after the Effective Time Surviving Corporation shall consider or be advised that any further assignment, assurances in law, or any other things are necessary or desirable to vest, perfect or confirm of record or otherwise in Surviving Corporation, the title to any property or right of the Non-Surviving Corporations acquired or to be acquired by reason of or as a result of the Merger, the Non-Surviving Corporations and their proper officers and directors will, upon notice, execute and deliver such proper deeds, assignments and assurances reasonably requested by Surviving Corporation and do all things necessary or advisable to vest, perfect or confirm title to such property or rights in Surviving Corporation and otherwise to carry out the intent and purposes of this Agreement, and the proper officers and directors of Surviving Corporation are fully authorized in the name of the Non-Surviving Corporations or otherwise to take any and all such action.

2.5 It is intended that the Merger qualify as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

### 3. Articles of Incorporation; Bylaws; Board of Directors; Officers.

3.1 The By-Laws of the surviving corporation shall be the By-Laws of the Surviving Corporation as of the date hereof.

3.2 The directors of the surviving corporation shall be the persons who are serving as the directors of Surviving Corporation as of the date hereof.

3.3 The officers of the surviving corporation shall be the persons who are serving as the officers, in their respective capacities, of Surviving Corporation as of the date hereof.

### 4. Conversion of Shares.

4.1 At the Effective Time each one (1) share of the Non-Surviving Corporations common stock issued and outstanding immediately prior to the Effective Time then held by each Non-Surviving Corporation shareholder of record shall, by virtue of the Merger and

without any action on the part of the holder thereof, be cancelled, and no replacement stock shall be issued, and each share of the Surviving Corporation's Common Stock will remain outstanding.

**5. Procedure to Effect Merger.**

5.1 Upon the approval of this Agreement by the shareholders of each Constituent Corporation, the officers of Surviving Corporation shall file a copy of this Agreement, or a Certificate of Merger with respect thereto prepared in accordance with Section 252 of the Delaware Act, with the Secretary of State of the State of Delaware, and with the Secretary of State of Florida in accordance with the applicable provisions of the Florida Act. Each of the Constituent Corporations hereby agrees to do promptly all of such acts, and to take promptly all such measures as may be appropriate to enable it to perform as early as practicable the covenants and agreements herein provided to be performed by it.

5.2 Prior to the Effective Time, this Agreement may be terminated by the mutual consent of the Boards of Directors of the Constituent Corporations whether before or after approval of this Agreement by the sole shareholder of the Constituent Corporations.

5.3 The Merger shall be effective at the time of filing on the day of filing of the Articles of Merger with the Florida Department of State (the "*Effective Time*").

5.4 Upon its execution and delivery, this Agreement shall be retained on file at the principal place of business of Surviving Corporation and a copy thereof shall be furnished by Surviving Corporation, on request and without cost, to any shareholder of any Constituent Corporation.

**6. Miscellaneous.**

6.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement between the parties hereto.

6.2 Except as otherwise provided in this Agreement, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, firm or corporation, other than the Constituent Corporations or their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

6.3 This Agreement and legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

6.4 The address of the Surviving Corp where copies of process may be sent by the Secretary of State of Florida is:

8801 South Yale Avenue  
Suite 310  
Tulsa, Oklahoma 74133

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be signed in its corporate name by its duly authorized officers as of the date first above written.

Hillsboro Gas Company

By:   
Mark A. Darr, Vice President

HBG Enterprises of Tampa, Inc.

By:   
Mark A. Darr, Vice President

Heritage Service Corp.

By:   
Mark A. Darr, Vice President

660133.1