

Document Number Only

F98000002832

CT Corporation System

Requestor's Name  
660 East Jefferson Street

Address  
Tallahassee, FL 32310 222-1092

City State Zip Phone

CORPORATION(S) NAME

100002584451--4

-07/09/98--01056--017  
\*\*\*\*105.00 \*\*\*\*105.00

100002584451--4

-07/09/98--01056--018  
\*\*\*\*262.50 \*\*\*\*262.50

RAB Karcher Energy Services Corporation

☐ Profit  
☐ NonProfit

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Limited Liability Company

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Name Registration

☐ Change of R.A.

☐ Fictitious Name

☐ UCC-1 Financing Statement

☐ UCC-3 Filing

☒ Certified Copy

☐ Photo Copies

☐ CUS

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☒ Call if Problem

☐ After 4:30

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☐ Will Wait

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Name  
Availability

Document  
Examiner

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Hope

7/8

Henry  
REG-14

98 JUL -8 PM 2:59  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

FILED

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

CITY METERING, INC., a Florida corporation, document number S25802

CALIFORNIA EDISON UTILITIES CO., a California corporation, not qualified in  
Florida

INTO

**RAAB KARCHER ENERGY SERVICES CORPORATION**, a Delaware  
corporation, F98000002832

File date: July 8, 1998

Corporate Specialist: Karen Gibson



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

July 10, 1998

CT CORPORATION SYSTEM  
HOPE  
TALLAHASSEE, FL

SUBJECT: RAAB KARCHER ENERGY SERVICES CORPORATION  
Ref. Number: F98000002832

We have received your document for RAAB KARCHER ENERGY SERVICES CORPORATION and your check(s) totaling \$367.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The date of adoption of each amendment must be included in the document.

PLEASE ADD THE DATE OF ADOPTION BY THE SOLE SHAREHOLDER OF THE SURVIVOR.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson  
Corporate Specialist

Letter Number: 098A00036885

*Please Backdate.  
Thank you!  
Hope*

RECEIVED  
93 JUL 14 PM 1:03  
DIVISION OF CORPORATION

**FILED**  
98 JUL -8 PM 2:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FIRST: Raab Karcher Energy Services Corporation is a corporation organized under the laws of the State of Delaware owning 100 percent of the shares of both City Metering, Inc., a corporation organized under the law of the State of Florida and California Edison Utilities Co., a corporation organized under the law of the State of California.

Signed this 1st day of June, 1998.

By: C. Foster  
President

By: *C. J. Carter*  
Chairman

By: *P. J. [Signature]*  
Chairman

## **AGREEMENT AND PLAN OF MERGER**

Agreement and Plan of Merger dated June 1, 1998, among Raab Karcher Energy Services Corporation ("RKESC"), City Metering, Inc. ("City Metering"), and California Edison Utilities Co. ("CalEd") (City Metering and CalEd are sometimes called collectively the "subsidiary companies").

The parties recite and declare that:

RKESC is a corporation duly organized and existing under the laws of the State of Delaware. Its principal office is located at 605 Third Avenue, New York, New York, 10158.

City Metering is a corporation duly organized and existing under the laws of the State of Florida.

CalEd is a corporation duly organized and existing under the laws of the State of California.

The number of shares of stock which RKESC has authority to issue is 1,000 shares of common stock without nominal or par value. Of such authorized stock 10 shares are issued and outstanding.

The number of shares of stock which City Metering has authority to issue is 4,000,000 shares of common stock with par value of \$1.00 per share, of which 1,000 shares have been issued, all of which are owned by RKESC.

The number of shares of stock which CalEd has authority to issue is 50,000 shares of common stock without nominal or par value, of which 9,840 shares have been issued, all of which are owned by RKESC.

RKESC and subsidiary companies desire to merge into a single corporation, and directors of RKESC and of each of the subsidiary companies have determined that it is advisable that subsidiary companies be merged into RKESC, on the terms and conditions set forth and in accordance with provisions of law applicable to corporate mergers

generally in the state or states where each party is respectively incorporated. This merger is intended to qualify as a tax free statutory merger under Section 368 of the Internal Revenue Code and applicable Sections of the laws of the states of Delaware, Florida, and California.

In consideration of the premises and of mutual agreements, the parties agree as follows:

1. Merger. On the effective date of this agreement there shall be merged into RKESC the subsidiary companies, together with all their properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers, and franchises, of a public as well as of a private nature, exemptions and immunities, subject, however, to any liens, mortgages or charges. This distribution of the assets of merging subsidiary companies shall be in complete redemption of all outstanding capital stock of companies. From and after the effective date of this agreement all properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers and franchises of a public as well as of a private nature, exemptions and immunities shall be vested in RKESC by virtue of this merger and without any other instrument, and shall be as effectively properties of RKESC as they were formerly of either of subsidiary companies, and all rights of all creditors of, and all liens, mortgages or charges on property of, either of subsidiary companies shall be preserved unimpaired. The title to all real estate acquired by deed, gift, grant, appropriation or otherwise vested in either of subsidiary companies shall not revert or be in any way impaired by reason of this merger or anything done, but shall be vested in RKESC by virtue of the merger.
2. Assumption of Liabilities. On and after the effective date of this agreement, RKESC assumes liability for all contracts, deeds of trust, indentures, debts, obligations of any kind, liabilities and duties incurred by either of merging subsidiary companies, and all shall, on and after the effective date, attach to RKESC and be enforceable against it and its properties to the same extent as if incurred or contracted by it.

3. Pre-existing Contracts Among Parties. On and after the effective date of this agreement, all leases under which RKESC is then operating any properties of merging subsidiary companies shall be deemed to be canceled and terminated by virtue of this agreement. Also, on and after the effective date, all debts and obligations, accrued or contingent, open account or otherwise, between RKESC and either of merging subsidiary companies, shall be deemed to be cancelled or discharged by virtue of this agreement.
4. Surviving Corporation. The name of the company which is to survive the merger is Raab Karcher Energy Services Corporation. No change is to be made due to this merger in the RKESC certificate of incorporation, bylaws or capitalization. It will continue to exist, after merger, as a corporation incorporated under the laws of the State of Delaware, and under its original certificate of incorporation, as heretofore amended, and present bylaws. The surviving corporation hereby (i) agrees that it may be served with process in the States of Florida and California in any proceeding for the enforcement of any obligation of the merged corporations and in any proceeding for the enforcement of the rights of a dissenting shareholder of the merged corporations; and (ii) irrevocably appoint the Secretary of State of the States of Florida and California as its agents to accept service or process in any such proceedings.
5. Conversion of Shares. On the effective date of this agreement the separate existence of City Metering and CalEd shall cease and as soon as possible their capital stock shall be canceled.
6. Effective Date. This agreement shall not become effective, and the plan of merger set forth shall not be considered to have been adopted, until this agreement shall have been approved by votes given at meetings of stockholders in person or by proxy, representing not less than two-thirds of the total number of issued and outstanding shares of capital stock of each corporation party, in accordance with requirements of laws applicable to mergers of corporations generally in the state or states where each party is respectively incorporated. The parties shall submit this agreement to their

respective stockholders for approval. Subsequent to securing approval of respective stockholders, as required by this paragraph, this agreement shall take effect as of 12 o'clock midnight of the day on which it shall be filed in the office of the Secretary of State of the State of Delaware. If any state fails to recognize such effective date, this agreement shall take effect in such state as of 12 o'clock midnight of the day on which the last required filing is made in such state. Notwithstanding the foregoing, this merger shall become effective for accounting and administrative purposes at the beginning of business on June 1, 1998.

7. Termination. Anything to the contrary notwithstanding, if the board of directors of RKESC in its discretion shall determine, at any time prior to filing of counterparts of this agreement with the various state officials contemplated by paragraph six, that for any reason satisfactory to the board of directors, it is inadvisable or impractical to consummate this agreement, the board of directors, without action or approval by stockholders of any of corporations, may abandon or refrain from making this agreement effective, and in that case this agreement shall not be filed or recorded, and shall be void and of no effect.
8. Expenses. RKESC shall pay all expenses, including any taxes, incident to carrying this agreement into effect.
9. Counterparts/Filing. For the convenience of parties and to facilitate filing and recording of this agreement, any number of counterparts may be executed, and each executed counterpart shall be deemed an original instrument. Proper officers of each party shall (i) execute, acknowledge and deliver a Certificate of Ownership to the State of California in the case of Raab Karcher Energy Services Corporation, a Certificate of Merger to the Secretary of State of the State of Delaware in the case of Raab Karcher Energy Services Corporation and Articles of Merger to the State of Florida for the purpose of effectuating this Agreement and Plan of Merger, and (ii) properly record such documents.

In witness whereof, the corporations have caused this agreement to be signed in



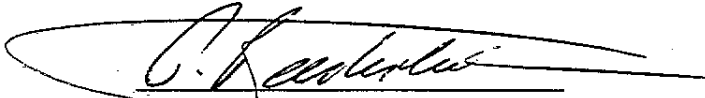
their respective corporate names by their duly authorized representatives as of the day and year first written above.

**Raab Karcher Energy Services Corporation**

**City Metering, Inc.**

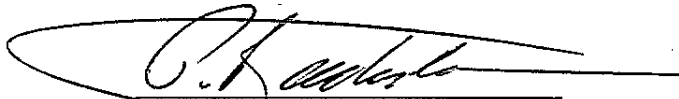
A handwritten signature in black ink, appearing to read 'P. Bachsleitner', enclosed within a large, horizontal oval shape.

Peter Bachsleitner  
President

A handwritten signature in black ink, appearing to read 'P. Bachsleitner', enclosed within a large, horizontal oval shape.

Peter Bachsleitner  
Chairman

**California Edison Utilities Co.**

A handwritten signature in black ink, appearing to read 'P. Bachsleitner', enclosed within a large, horizontal oval shape.

Peter Bachsleitner  
Chairman