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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ WAIT

☐ MAIL

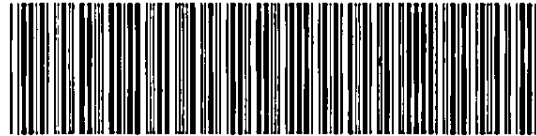
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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19 OCT 11 AM 9:34
SEC. OF STATE

OCT 14 2019

T. SCHROEDER

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: **FROMKIN ENERGY, LLC**

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Ryan C. Wagner, Esq.

Contact Person

Wagner Law Group, PLLC

Firm/Company

110 SE 6th Street, Suite 1700

Address

Fort Lauderdale, FL 33301

City, State and Zip Code

ryan@wagnerlawgroup.us

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ryan C. Wagner, Esq. at (**954**) **271-2830**

Name of Contact Person

Area Code

Daytime Telephone Number

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

CERTIFICATE OF MERGER **FOR** **FROMKIN ENERGY, LLC**

The following Certificate of Merger is hereby submitted to merge the following Entities in accordance with §605.125, Florida Statutes.

ARTICLE I: SURVIVING ENTITY. The exact entity name, entity type, and jurisdiction for the Surviving Entity is as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
1. FROMKIN ENERGY, LLC 604-88196	FLORIDA	LIMITED LIABILITY COMPANY

ARTICLE II: MERGING ENTITIES. The exact entity name(s), entity type(s), and jurisdiction(s) for the Merging Entities are as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
1. FROMOIL ENERGY DEVELOPMENT, LLC 111-5401	FLORIDA	LIMITED LIABILITY COMPANY
2. FROMOIL, L.P. A10-810	FLORIDA	LIMITED PARTNERSHIP
3. FROMOIL TWO, L.P. A11-934	FLORIDA	LIMITED PARTNERSHIP
4. FULCRUM #1 LIMITED PARTNERSHIP A05-441	FLORIDA	LIMITED PARTNERSHIP
5. FULCRUM #2 LIMITED PARTNERSHIP B02-55	FLORIDA	LIMITED PARTNERSHIP
6. FOREST ONE, L.P. B11-202	FLORIDA	LIMITED PARTNERSHIP
7. FOREST TWO, L.P. A12-396	FLORIDA	LIMITED PARTNERSHIP
8. LUKE ENERGY, L.P. A13-681	FLORIDA	LIMITED PARTNERSHIP
9. TRIUMPH ONE L.P.	NEW YORK	LIMITED PARTNERSHIP
10. SUMMIT ONE L.P.	NEW YORK	LIMITED PARTNERSHIP
11. HUMMINGBIRD #1 L.P.	NEW YORK	LIMITED PARTNERSHIP
12. FALCON #3 LIMITED PARTNERSHIP	NEW YORK	LIMITED PARTNERSHIP
13. FALCON #3 LIMITED PARTNERSHIP	NEW YORK	LIMITED PARTNERSHIP
14. DARTEK LIMITED PARTNERSHIP	COLORADO	LIMITED PARTNERSHIP
15. SHAKESPEARE-ONE LIMITED PARTNERSHIP	DELAWARE	LIMITED PARTNERSHIP
16. UPSTATE GAS & ENERGY, LLC	NEW YORK	LIMITED LIABILITY COMPANY

ARTICLE III: MERGER. Each of the Merging Entities are hereby merged with and into the Surviving Entity and the separate existence each of the Merging Entities shall cease. The Surviving Entity shall be the surviving entity of the Merger and shall continue to exist as a Florida limited liability company and be governed by the laws of the State of Florida, with all of the rights and obligations as are provided by Florida law. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein.

ARTICLE IV: ARTICLES OF ORGANIZATION. This Surviving Entity is a domestic filing entity that was in existence before the merger, and the Articles of Organization of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Entity.

ARTICLE V: APPROVAL OF PLAN OF MERGER. The Agreement and Plan of Merger was adopted and approved by the members representing a majority of the membership interests of the respective Merging Entities and/or by the general partner(s) of the respective Merging Entities, and by the members representing a majority of the membership interests of the Surviving Entity, in accordance with Section §605.1023 of the Florida Revised Limited Liability Company Act. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein.

ARTICLE VI: EFFECTIVE DATE. The Merger shall be effective upon the filing of these Certificate of Merger with the Secretary of State of the State of Florida.

ARTICLE VII: FOREIGN ENTITY COMPLIANCE. The Merger was duly authorized by all action required by the laws of the respective state under which the Merging Company was created.

ARTICLE VIII: SIGNATURES OF MERGING PARTIES. This Certificate of Merger has been duly executed by each of the Merging Entities and the Surviving Entity as forth below:

SURVIVING ENTITY

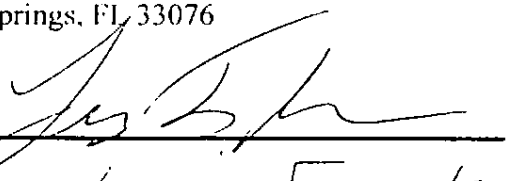
FROMKIN ENERGY, LLC

Fromkin Energy, LLC
5318 NW 109th Terrace
Coral Springs, FL 33076

By: _____

Print Name: _____

Title: _____

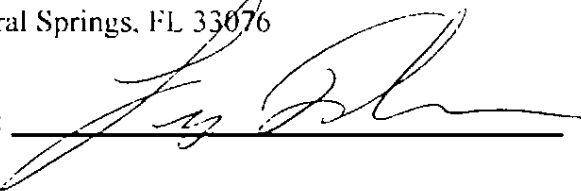

Lewis Fromkin
Managing Member

FILED
2023 OCT 11 PM 3:04
CLERK OF CIRCUIT COURT
IN AND FOR THE STATE OF FLORIDA
SOUTH DIXIE COUNTY

MERGING ENTITIES

FROMOIL ENERGY DEVELOPMENT, LLC

Fromoil Energy Development, LLC
5318 NW 109th Terrace
Coral Springs, FL 33076

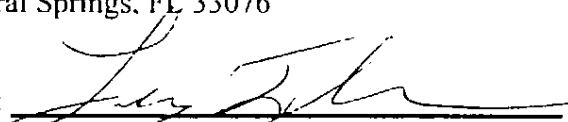
By: 

Print Name: Lewis Fromkin

Title: Managing Member

FROMOIL, L.P

Fromoil, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

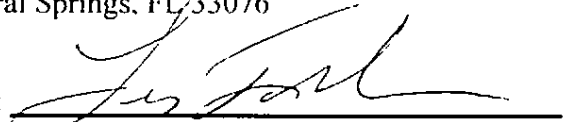
By: 
Fromoil Energy Development, LLC, as
General Partner of Fromoil, L.P.

Print Name: Lewis Fromkin

Title: Managing Member

FROMOIL TWO, L.P

Fromoil Two, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

By: 
Fromoil Energy Development, LLC, as
General Partner of Fromoil Two, L.P.

Print Name: Lewis Fromkin

Title: Managing Member

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JAN 27 2009
10:53 AM

FULCRUM #1 LIMITED PARTNERSHIP

Fulcrum #1 Limited Partnership
5318 NW 109th Terrace
Coral Springs, FL 33076

By: 
**Fromkin Energy, LLC, as General Partner
of Fulcrum #1 Limited Partnership**

Print Name: **Lewis Fromkin**

Title: **Managing Member**

FULCRUM #2 LIMITED PARTNERSHIP

Fulcrum #2 Limited Partnership
5318 NW 109th Terrace
Coral Springs, FL 33076

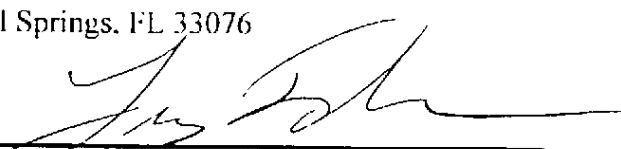
By: 
**Fromkin Energy, LLC, as General Partner
of Fulcrum #2 Limited Partnership**

Print Name: **Lewis Fromkin**

Title: **Managing Member**

FOREST ONE, L.P.

Forest One, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

By: 
**Fromoil Energy Development, LLC, as
General Partner of Forest One, L.P.**

Print Name: **Lewis Fromkin**

Title: **Managing Member**

FILED
16 OCT 11 AM 9:59
CLERK OF DISTRICT COURT
NORTH DAKOTA

FOREST TWO, L.P.

Forest Two, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

By: 

**Fromoil Energy Development, LLC, as
General Partner of Forest Two, L.P.**

Print Name: Lewis Fromkin

Title: Managing Member

LUKE ENERGY, L.P.

Luke Energy, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

By: 

**Fromoil Energy Development, LLC as
General Partner of Luke Energy, L.P.**

Print Name: Lewis Fromkin

Title: Managing Member

SUMMIT ONE, L.P.

Summit One, L.P.
4 Skylark Drive
Wesley Hills, NY 10977

By: 

**Clearfield Energy, LLC, as General Partner
of Summit One, L.P.**

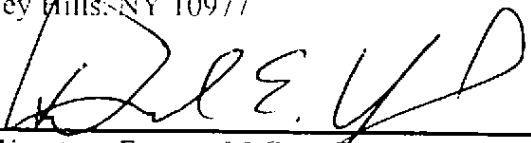
Print Name: Daniel Vogel

Title: Managing Member

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CLF
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TRIUMPH ONE, L.P.

Triumph One, L.P.
4 Skylark Drive
Wesley Hills, NY 10977

By: 

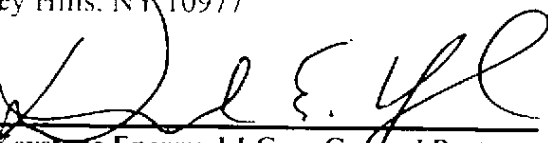
Keystone Energy, LLC, as General Partner
of Triumph One, L.P.

Print Name: Daniel Vogel

Title: Managing Member

HUMMINGBIRD #1 L.P.

Hummingbird #1 L.P.
4 Skylark Drive
Wesley Hills, NY 10977

By: 

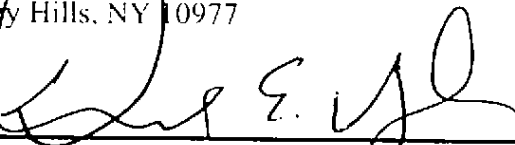
Keystone Energy, LLC, as General Partner
of Hummingbird #1 L.P.

Print Name: Daniel Vogel

Title: Managing Member

FALCON #3 LIMITED PARTNERSHIP

Falcon #3 Limited Partnership
4 Skylark Drive
Wesley Hills, NY 10977

By: 

Mazel Capital Services, Inc., as General Partner
of Falcon #3 Limited Partnership

Print Name: Daniel Vogel

Title: Managing Member

10/07/11 11:06:33
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FALCON #4 LIMITED PARTNERSHIP

Falcon #4 Limited Partnership
4 Skylark Drive
Wesley Hills, NY 10977

By: 
Mazel Capital Services, Inc., as General Partner
of Falcon #4 Limited Partnership

Print Name: Daniel Vogel

Title: Managing Member

DARTEK LIMITED PARTNERSHIP

Dartek Limited Partnership
1465 East Putnam Ave., Unit #317
Old Greenwich, CT 06870

By: _____
as General Partner of Dartek Limited Partnership

Print Name: _____

Title: _____

UPSTATE GAS & ENERGY, LLC

Upstate Gas & Energy, LLC
6824 Jayhawk Circle
Baldwinsville, NY 13027

By: _____

Print Name: _____

Title: _____

19 OCT 11 11:03 AM
51160

FALCON #4 LIMITED PARTNERSHIP

Falcon #4 Limited Partnership
4 Skylark Drive
Wesley Hills, NY 10977


By: _____
Mazel Capital Services, Inc., as General Partner
of Falcon #4 Limited Partnership

Print Name: Daniel Vogel

Title: Managing Member

DARTEK LIMITED PARTNERSHIP

Dartek Limited Partnership
1465 East Putnam Ave., Unit #317
Old Greenwich, CT 06870

By: 
as General Partner of Dartek Limited Partnership

Print Name: RYAN TOMAZEN

Title: MANAGER

UPSTATE GAS & ENERGY, LLC

Upstate Gas & Energy, LLC
6824 Jayhawk Circle
Baldwinsville, NY 13027

By: _____

Print Name: _____

Title: _____

RECEIVED
JAN 12 11 11 AM '08
CLERK OF COURT
JULIA M. GIBSON

FALCON #4 LIMITED PARTNERSHIP

Falcon #4 Limited Partnership
4 Skylark Drive
Wesley Hills, NY 10977

By: _____
**Mazel Capital Services, Inc., as General Partner
of Falcon #4 Limited Partnership**

Print Name: **Daniel Vogel**

Title: **Managing Member**

DARTEK LIMITED PARTNERSHIP

Dartek Limited Partnership
1465 East Putnam Ave., Unit #317
Old Greenwich, CT 06870

By: _____
as General Partner of Dartek Limited Partnership

Print Name: _____

Title: _____

UPSTATE GAS & ENERGY, LLC

Upstate Gas & Energy, LLC
6824 Jayhawk Circle
Baldwinsville, NY 13027

By: 

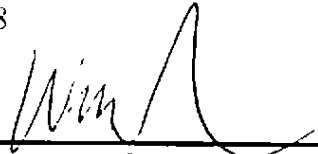
Print Name: **John J. Farella**

Title: **Managing Member**

77. EED
10 OCT 11 AM 9:39
10 OCT 11 AM 9:39
10 OCT 11 AM 9:39

SHAKESPEARE-ONE LIMITED PARTNERSHIP

Shakespeare-One Limited Partnership
198 Tupelo Rd.
Naples, FL 34108

By: 
W.W.C. Management, Inc., as Managing Member
of S-1, LLC, the General Partner of Shakespeare-
One Limited Partnership

Print Name: Walter Chernoch

Title: President

[END OF CERTIFICATE OF MERGER]

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10 OCT 11 AM 9:23
65-112

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

FILED
19 OCT 11 AM 9:33
FBI - NEW YORK

AGREEMENT AND PLAN OF MERGER

by and among

FROMKIN ENERGY LLC

and

FROMOIL ENERGY DEVELOPMENT, LLC

FULCRUM #1 LIMITED PARTNERSHIP

FULCRUM #2 LIMITED PARTNERSHIP

FALCON #3 LIMITED PARTNERSHIP

FALCON #4 LIMITED PARTNERSHIP

DARTEK LIMITED PARTNERSHIP

UPSTATE GAS & ENERGY, LLC

FOREST ONE, L.P.

FOREST TWO, L.P.

LUKE ENERGY, L.P.

HUMMINGBID #1 L.P.

TRIUMPH ONE L.P.

SUMMIT ONE L.P.

FROMOIL, L.P.

FROMOIL TWO, L.P.

SHAKESPEARE-ONE LIMITED PARTNERSHIP

FILED
19 OCT 11 AM 9:25
CLERK OF COURT
JUDICIAL DISTRICT
OF CLAY COUNTY
MISSISSIPPI

Dated as of July 15, 2019

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("**Agreement**") is entered into by and among, FROMOIL ENERGY DEVELOPMENT, LLC, a Florida limited liability company ("**FED**"), FROMOIL, L.P., a Florida limited partnership ("**Fromoil**"), FROMOIL TWO, L.P., a Florida limited partnership ("**Fromoil Two**"), FULCRUM #1 LIMITED PARTNERSHIP, a Florida limited partnership ("**Fulcrum**"), FULCRUM #2 LIMITED PARTNERSHIP, a Florida limited partnership ("**Fulcrum Two**"), FOREST ONE, L.P., a Florida limited partnership ("**Forest**"), FOREST TWO, L.P., a Florida limited partnership ("**Forest Two**"), LUKE ENERGY, L.P., a Florida limited partnership ("**Luke**"), TRIUMPH ONE L.P., a New York limited partnership ("**Triumph**"), SUMMIT ONE L.P., a New York limited partnership ("**Summit**"), HUMMINGBIRD #1 L.P., a New York limited partnership ("**Hummingbird**"), FALCON #3 LIMITED PARTNERSHIP, a New York limited partnership ("**Falcon Three**"), FALCON #4 LIMITED PARTNERSHIP, a New York limited partnership ("**Falcon Four**"), DARTEK LIMITED PARTNERSHIP, a Colorado limited partnership ("**Dartek**"), UPSTATE GAS & ENERGY, LLC, a New York limited liability company ("**Upstate**"), SHAKESPEARE-ONE LIMITED PARTNERSHIP, a Delaware limited partnership ("**Shakespeare**") ("**FED**", "**Fromoil**", "**Fromoil Two**", "**Fulcrum**", "**Fulcrum Two**", "**Forest**", "**Forest Two**", "**Luke**", "**Triumph**", "**Summit**", "**Hummingbird**", "**Falcon Three**", "**Falcon Four**", "**Dartek**", "**Upstate**", and "**Shakespeare**" shall hereinafter be collectively referred to as the "**Merging Entities**"), and each, individually, a "**Merging Entity**"), and FROMKIN ENERGY, LLC, a Florida limited liability company ("**Fromkin Energy**") ("**Fromkin Energy**" shall hereinafter be referred to as the "**Surviving Entity**").

WITNESSETH

WHEREAS, the Merging Entities shall be merged with and into the Surviving Entity upon the terms and conditions and manner set forth in this Agreement, and in accordance with Section §605.1021 of the Florida Revised Limited Liability Company Act:

WHEREAS, the members representing a majority of the membership interests of the respective Merging Entities and/or the general partner(s) of the respective Merging Entities, and the members representing a majority of the membership interests of the Surviving Entity deem it advisable and in the best interests of their respective companies and the members of those companies that the respective Merging Entities be merged into the Surviving Entity so that their respective businesses can be operated as one, making it possible to expand the business of the companies contemplated in this Merger, avoid duplication of expenses, and take advantage of economies of scale:

WHEREAS, pursuant to duly authorized actions by the members representing a majority of the membership interests of the respective Merging Entities and/or pursuant to duly authorized actions by the general partner(s) of the respective Merging Entities, and pursuant to duly authorized actions by the members representing a majority of the membership interests of the

Surviving Entity, the Merging Entities and the Surviving Entity have approved this Agreement and Plan of Merger and have determined that they shall merge upon the terms and conditions and in the manner set forth in this Agreement, and in accordance with Section §605.1021 of the Florida Revised Limited Liability Company Act:

WHEREAS, it is the intention of the Merging Entities and the Surviving Entity that the merger contemplated by this Agreement be a tax-free reorganization within the meaning of Section §368(a)(1)(A) of the Internal Revenue Code:

NOW THEREFORE, for other good and valuable consideration, the legal sufficiency of which are hereby acknowledged, the Merging Entities and the Surviving Entity hereby agree as follows:

ARTICLE I.

MERGER; SURVIVING ENTITY; MERGING ENTITIES

1.01. **Merger**. At the Effective Time, as defined herein, FED, Fromoil, Fromoil Two, Fulcrum, Fulcrum Two, Forest, Forest Two, Luke, Triumph, Summit, Hummingbird, Falcon Three, Falcon Four, Dartek, Upstate, and Shakespeare shall be merged with and into Fromkin Energy upon the terms and conditions and manner set forth in this Agreement, and in accordance with Section §605.1021 of the Florida Revised Limited Liability Company Act (the "**Merger**").

1.02. **Surviving Entity**. The Surviving Entity shall be the surviving entity of the Merger and shall continue to exist as a Florida limited liability company and be governed by the laws of the State of Florida, with all of the rights and obligations as are provided by Florida law.

1.03. **Merging Entities**. The separate existence of each of the respective Merging Entities shall cease to exist, and any such property of each of the respective Merging Entities shall become the property of the Surviving Entity as the surviving entity of the Merger.

ARTICLE II.

TERMS AND CONDITIONS OF MERGER

2.01. **Approval of Merger**. The Merger contemplated by this Agreement has previously been submitted to and adopted and/or approved by the members representing a majority of the membership interests of the respective Merging Entities and/or by the general partner(s) of the respective Merging Entities. The respective members of each of the respective Merging Entities (acting by and through any representative of each of the respective Merging Entities designated by the respective members) and the members representing a majority of the membership interests of the Surviving Entity (acting by and through a managing member of the Surviving Entity) shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

2.02. **Effective Time of Merger.** The Merger shall become effective on the date when all of the following have been taken:

- (a) this Agreement shall be adopted and/or approved on behalf of each of the respective Merging Entities, and by the Surviving Entity, in accordance with Section §605.1023 of the Florida Revised Limited Liability Company Act; and
- (b) a Certificate of Merger, with this Agreement attached as part thereof, setting forth the information required by, and executed and verified in accordance with, the Florida Revised Limited Liability Company Act, shall be filed by the Surviving Entity with the Secretary of State of the State of Florida (the particular time and date at which such filing shall be accomplished being herein referred to as the "**Effective Time**").

2.03. **Effects of Merger.** At the Effective Time:

- (a) The Surviving Entity shall be the surviving entity of the Merger and shall continue to exist as a Florida limited liability company and continue to be governed by the laws of the State of Florida, with all of the rights and obligations as are provided by Florida law;
- (b) The separate existence of each of the respective Merging Entities shall cease to exist; and
- (c) The Merger will have the effects set forth in the Florida Revised Limited Liability Company Act and, to the extent not inconsistent therewith, the Surviving Entity shall upon the Merger and thereafter possess all the rights, privileges and powers of each of the respective Merging Entities; each and all of the rights, privileges, powers, immunities, purposes and franchises of each of the respective Merging Entities, and all property, real, personal and mixed, and all debts due to each of the respective Merging Entities, and all other things and causes of action belonging to any the respective Merging Entities shall be vested in the Surviving Entity and shall thereafter be the property of the Surviving Entity as they were of the respective Merging Entities, and the title to any real property vested by deed or otherwise in each of the respective Merging Entities shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the respective Merging Entities shall be preserved unimpaired, and all debts, liabilities and duties of the respective Merging Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

2.04. **Certificate of Organization.** The Certificate of Organization of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be the Certificate of Organization of the Surviving Entity.

2.05. **Limited Liability Company Agreement.** The Limited Liability Company Agreement of the Surviving Entity, as in effect immediately prior to the Effective Time, and shall be the Limited Liability Company Agreement of the Surviving Entity. At the Effective Time, the Limited Liability Company Agreement shall be amended and restated in its entirety in order to set forth the Merging Entities agreement with respect to the operations of the Company ("**Amended and Restated LLC Agreement**"). A copy of the Amended and Restated Limited Liability Company Agreement is attached hereto as Exhibit "2".

2.06. **Managing Member of Surviving Entity.** The members of the Surviving Entity immediately prior to the Effective Time shall be the members of the Surviving Entity, and the Managing Member of the Surviving Entity immediately prior to the Effective Time shall be the Managing Member of the Surviving Entity and shall retain such designation for the term provided in the Limited Liability Company Agreement, or until his resignation or removal in accordance with Limited Liability Company Agreement.

2.07. **Tax Treatment of Merger.** The Merging Entities and the Surviving Entity agree to report and treat the Merger for all income tax purposes and on all income tax returns of the Merging Entities and the Surviving Entity as a reorganization described in Section 368(a)(1)(A) of the Code and shall not take any action that would cause the Merger to not qualify, or fail to take any action necessary for the Merger to qualify, as a reorganization under such section of the Code, and that such reorganization shall be effected under the laws of the State of Florida.

2.08. **Costs and Expenses.** Each of the respective Merging Entities shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the Merger.

ARTICLE III.

CONVEYANCE OF MERGING ENTITIES INTERESTS

3.01. **Transfer of Rights, Title and Interests in Well(s).** In consideration of the Merger, and in exchange for a pro-rate share of membership interest in the Surviving Entity, each of the respective Merging Entities shall grant, convey, assign, transfer and deliver unto the Surviving Entity, all of the respective Merging Entities' interest, whether financial or otherwise, in the respective oil and/or gas wells that the respective Merging Entities have the rights, title, and interests in and to ("**Well Interests**"). The Well Interests are inclusive of each of the respective Merging Entities' working interest held in the respective oil and/or gas wells, and each of the respective Merging Entities' net revenue interest owned in the respective oil and/or gas wells.

3.02. **Manner and Method of Conveying Well Interests.** At the Effective Time, each of the respective Merging Entities shall execute a written assignment agreement, separate from this Agreement, whereby conveying to the Surviving Entity all of the respective Merging Entities' interest, whether financial or otherwise, in the respective oil and/or gas wells ("**Assignment Agreement**"). Each of the respective Merging Entities shall execute a separate Assignment Agreement for each oil and/or gas well being exchanged for a pro-rata share of membership interest in the Surviving Entity. Upon execution of the respective Assignment Agreement, the respective Merging Entities would have no further financial interest in the respective oil and/or gas well, and no further financial relationship to the respective oil and/or gas well, notwithstanding the financial interest in the respective oil and/or gas well(s) that each of the respective Merging Entities shall receive by way of the Merger, as set forth herein. The Assignment Agreements reflecting the respective oil and/or gas wells assigned to the Surviving Entity are attached hereto as Exhibit "3".

3.03. **Further Assurances.** If at any time after the Effective Time, the Surviving Entity shall consider that any assignments, transfers, bill of sale(s) or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, interest and/or title to any of the respective oil and/or gas wells of the respective Merging Entities, the respective Merging Entities shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm interest and/or title to such oil and/or gas well(s) in the Surviving Entity, and the officers and directors of the Surviving Entity are fully authorized in the name of the respective Merging Entities or otherwise to take any and all such action.

ARTICLE IV. CONVERSION AND EXCHANGE OF INTERESTS

4.01. **Manner and Basis of Converting Interests.** At the Effective Time, each membership interest in each of the respective Merging Entities outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of each of the respective Merging Entities or the Surviving Entity, be exchanged for a pro-rata share of membership interests in the Surviving Entity, as set forth on Exhibit "2" attached hereto; and all of the membership interests in the Surviving Entity outstanding prior to the Merger shall remain outstanding membership interests in the Surviving Entity following the Merger.

4.02. **Membership Interest Conversion.** The Surviving Entity has made available to the respective Merging Entities a certain percentage of membership interests of the Surviving Entity, in which the respective pro-rata share of membership interests of the Surviving Entity shall be issued to each of the respective Merging Entities by way of the Merger. The manner in which the pro-rata membership interest was calculated for each of the respective Merging Entities was by reviewing and evaluating each of the respective Merging Entities' respective oil and/or gas wells, and calculating the barrel(s) of oil and/or natural gas in reserve for each of the respective Merging Entities completed well(s). For each of the respective Merging Entities that owns interest and/or

title to such oil and/or gas well(s) that are considered to be incomplete wells, the Surviving Entity will calculate any such incomplete well(s) of the respective Merging Entities at three times that of an average per well gross barrel reserve, in which an average gross barrel reserve calculation of 3225 barrels will be calculated. Each of the respective Merging Entities pro-rata share of membership interests in the Surviving Entity shall be set forth on Schedule A attached hereto.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF MERGING ENTITIES

5.01. **Organization, Power and Authority.** Each of the respective Merging Entities hereby represents and warrants to the Surviving Entity as follows:

- (a) Each of the respective Merging Entities is duly organized, validly existing and in good standing under the laws of the jurisdiction in which the respective Merging Entities is organized (in the case of good standing, to the extent such jurisdiction recognizes such concept), with all requisite entity power and authority to own, operate or lease its properties and assets and to carry on its business as now being conducted except where the failure to be so organized, existing or in good standing, or to have such power or authority, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect;
- (b) Each of the respective Merging Entities is duly qualified or licensed to do business in each jurisdiction where the nature of its business or the ownership, operation or leasing of its properties and assets makes such qualification necessary, other than in such jurisdictions where the failure to be so qualified or licensed, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect; and
- (c) Each of the respective Merging Entities has made available to the Surviving Entity, prior to execution of this Agreement, true and correct copies of the certificate of incorporation and/or certificate of formation of the respective Merging Entities in effect as of the date of this Agreement, the bylaws and/or operating agreement of the respective Merging Entities in effect as of the date of this Agreement. None of the respective Merging Entities are in material violation of any of the provisions of such organizational documents.

5.02. **Authority; Execution and Delivery.** Each of the respective Merging Entities hereby represents and warrants to the Surviving Entity as follows:

- (a) Each of the respective Merging Entities has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Merger as contemplated by this Agreement;

- (b) The execution, delivery and performance by each of the respective Merging Entities of this Agreement and the consummation of the Merger contemplated by this Agreement have been duly and validly authorized by all necessary members representing a majority of the membership interests of the respective Merging Entities and/or by the general partner(s) of the respective Merging Entities, and no further action on the part of the respective Merging Entities is required to consummate the transactions contemplated by this Agreement, other than the filing and recordation of the Certificate of Merger and other appropriate merger documents as required by the Florida Revised Limited Liability Company Act; and
- (c) This Agreement has been duly and validly executed and delivered by each of the respective Merging Entities, and assuming the due authorization, execution and delivery by the Surviving Entity, constitutes a valid, binding and enforceable obligation of each of the respective Merging Entities, enforceable against each of the respective Merging Entities in accordance with its terms.

5.03. **Information Provided.** None of the information supplied or to be supplied by each of the respective Merging Entities for inclusion in the Merger, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

5.04. **Litigation.** As of the Effect Time, there is no suit, action or other legal proceeding pending or, to the knowledge of the respective Merging Entities, threatened against the respective Merging Entities that, individually or in the aggregate, has had and would reasonably be expected to have a material adverse effect, nor is there any legal judgment outstanding against or, to the knowledge of the respective Merging Entities, written demand or investigation by any Governmental Entity involving the respective Merging Entities or any of their respective properties or assets that, individually or in the aggregate, has had and would reasonably be expected to have a material adverse effect.

5.05. **Compliance with Applicable Law(s).** Except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect, the respective Merging Entities are in, and since January 1, 2019 have been in, compliance with all applicable laws. To the knowledge of the respective Merging Entities, except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect, as of the Effect Time, there is no demand or investigation by or before any Governmental Entity pending or, to the knowledge of the respective Merging Entities, threatened alleging that the respective Merging Entities are not in compliance with any applicable law. This Section 4.06 does not relate to tax matters or environmental matters, which are the subjects of Section 4.07 and Section 4.08, respectively.

5.06. **Taxes.**

- (a) Each of the respective Merging Entities has timely filed, taking into account any extensions of time for filing, all material tax returns required to have been filed and such tax returns are accurate and complete in all material respects. Each of the respective Merging Entities has paid all material taxes that are due and payable by it. There is no outstanding material claim, assessment or deficiency against the respective Merging Entities for any tax that has been asserted or threatened in writing by any Governmental Entity. All material withholding tax requirements imposed on or with respect to the respective Merging Entities have been satisfied in full;
- (b) There are no material disputes, audits, examinations, investigations or legal proceedings pending or threatened in writing in respect of any taxes or tax return of the respective Merging Entities. No requests for waivers of the time to assess any material taxes are pending or in force;
- (c) Other than for taxes not yet due and payable or that are being contested in good faith by appropriate proceedings, there are no liens with respect to material taxes against any of the properties or assets of the respective Merging Entities. No written or, to the knowledge of the respective Merging Entities, other claim has been received by the respective Merging Entities from a Governmental Entity in a jurisdiction in which the respective Merging Entities does not file tax returns stating that the respective Merging Entities are or may be subject to material taxation by such jurisdiction. None of the respective Merging Entities has any material liability for taxes of any Person (other than the respective Merging Entities) under any similar provision of state, local or foreign law;
- (d) After reasonable diligence, None of the respective Merging Entities are aware of the existence of any fact, or has taken or agreed to take any action, that could reasonably be expected to prevent the Merger, taken together, from qualifying as a "reorganization" within the meaning of Section §368(a)(1)(A) of the Internal Revenue Code.

5.07. **Environmental Matter(s).** Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect, (a) each of the respective Merging Entities has been and is in compliance with all applicable environmental laws, and none of the respective Merging Entities has received any written communication alleging that the respective Merging Entities is in violation of, or has any liability under, any environmental law; (b) each of the respective Merging Entities possesses and is in compliance with all Permits required under environmental laws for the conduct of its respective operations and all such Permits are valid and in good standing; (c) there are no environmental claims pending or, to the knowledge of the

respective Merging Entities, threatened against the respective Merging Entities; (d) none of the respective Merging Entities is subject to any legal judgment pursuant to or in connection with any environmental law; (e) there has been no release of any hazardous material at any of the properties that are owned, leased or operated by the respective Merging Entities, or to the knowledge of the respective Merging Entities, any properties formerly owned, leased or operated by the respective Merging Entities, that would reasonably be expected to form the basis of any environmental claim against the respective Merging Entities; and (f) none of the respective Merging Entities has retained or assumed, either contractually or by operation of law, any liabilities or obligations that would reasonably be expected to form the basis of any environmental claim against the respective Merging Entities.

5.08. **Oil and Natural Gas Matter(s)**. Each of the respective Merging Entities have the rights, interests and title to all of the respective oil and/or gas wells forming the basis for the pro-rata share of membership interest in the Surviving Entity, as set forth herein, and in each case as attributable to interests owned by the respective Merging Entities, free and clear of all conditions, encroachments, easements, rights of way, restrictions and liens, except for encroachments, easements, rights of way, restrictions or liens which, individually or in the aggregate, would not reasonably be expected to materially impair the continued use and operation of the respective oil and/or gas wells to which they relate by the respective Merging Entities.

5.09. **Permit(s)**. Each of the respective Merging Entities has, and at all times since January 1, 2019 has had, all requisite power and authority and possesses all governmental franchises, licenses, permits, authorizations, variances, exemptions, orders, registrations, clearances and approvals (collectively, "Permits") necessary to enable each of the respective Merging Entities to own, lease or otherwise hold its properties and assets and to conduct its business as presently conducted, except where the failure to have such power or authority or to possess the Permits, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect. All Permits are in full force and effect and no suspension or cancellation of any of the Permits is pending or, to the knowledge of the respective Merging Entities, threatened, and the respective Merging Entities are in compliance with the terms of the Permits, except where the failure to be in full force and effect, such suspension or cancellation or such failure to so comply has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect.

5.10. **Insurance**. Each of the respective Merging Entities has obtained and maintained in full force and effect insurance, underwritten by financially reputable insurance companies, in such amounts, on such terms and covering such risks as is reasonably adequate and customary for their business and operations. Except in each case as has not had and as would not have a material adverse effect, as of the Effective Time, (i) all material insurance policies of the respective Merging Entities are in full force and effect and (ii) all premiums due thereon have been paid.

5.11. **Solvency.** Assuming the accuracy, in all material respects, of the representations and warranties of the Surviving Entity in Article V, after giving effect to the Merger and the other transactions contemplated by this Agreement, and the payment of all related fees and expenses, each of the respective Merging Entities shall be considered to be solvent as of the Effective Time.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES OF SURVIVING ENTITY

6.01. **Organization, Power and Authority.** The Surviving Entity hereby represents and warrants to the Merging Entities as follows:

- (a) The Surviving Entity is duly organized, validly existing and in good standing under the laws of the jurisdiction in which the Surviving Entity is organized with all requisite entity power and authority to own, operate or lease its properties and assets and to carry on its business as now being conducted;
- (b) The Surviving Entity is duly qualified or licensed to do business in each jurisdiction where the nature of its business or the ownership, operation or leasing of its properties and assets makes such qualification necessary, other than in such jurisdictions where the failure to be so qualified or licensed, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect; and
- (c) The Surviving Entity has made available to the respective Merging Entities, prior to execution of this Agreement, true and correct copies of the certificate of formation of the Surviving Entity in effect as of the date of this Agreement, and the operating agreement of the Surviving Entity in effect as of the date of this Agreement. The Surviving Entity is not in material violation of any of the provisions of such organizational documents.

6.02. **Authority; Execution and Delivery.** The Surviving Entity hereby represents and warrants to the Merging Entities as follows:

- (a) The Surviving Entity has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the Merger as contemplated by this Agreement;
- (b) The execution, delivery and performance by the Surviving Entity of this Agreement and the consummation of the Merger contemplated by this Agreement have been duly and validly authorized by all necessary members representing a majority of the membership interests of the Surviving Entity, and no further action on the part of the Surviving Entity is required to consummate the transactions contemplated by this Agreement, other than the filing and recordation of the Certificate of Merger and other appropriate

merger documents as required by the Florida Revised Limited Liability Company Act; and

- (c) This Agreement has been duly and validly executed and delivered by the Surviving Entity, and assuming the due authorization, execution and delivery by the Surviving Entity, constitutes a valid, binding and enforceable obligation of the Surviving Entity, enforceable against the Surviving Entity in accordance with its terms.

6.03. **Assets.** The Surviving Entity has the rights, interests, and title to all of its assets, free of all claims and encumbrances, except any liens for taxes not yet due and payable. The Surviving Entity either owns or leases from persons other than members of the Surviving Company all of the assets related to or used in the conduct of its business, and those assets are adequate for the conduct of the business.

6.04. **Governmental Approvals.** No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Authority is required to be obtained or made by or with respect to the Surviving Entity in connection with the execution, delivery and performance of this Agreement by the Surviving Entity or the consummation by the Surviving Entity of the transactions contemplated by this Agreement, including the Merger, except for (a) any filings required or advisable under any applicable Antitrust Laws.

6.05. **Litigation; Legal Proceedings.** As of the date hereof, (a) there is no legal proceeding pending or, to the knowledge of the Surviving Entity, threatened against, or, to the knowledge of the Surviving Entity, any pending or threatened material governmental or regulatory investigation of, the Surviving Entity and (b) there is no injunction, order, judgment, ruling, decree or writ of any Governmental Authority outstanding or, to the knowledge of the Surviving Entity, threatened to be imposed, against the Surviving Entity.

6.06. **Information Provided.** None of the information supplied or to be supplied by the Surviving Entity for inclusion in the Merger, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

6.07. **Compliance with Applicable Law(s).** Except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect, the respective Merging Entities are in, and since January 1, 2019 have been in, compliance with all applicable laws. To the knowledge of the respective Merging Entities, except for matters that, individually or in the aggregate, have not had and would not reasonably be expected to have a material adverse effect, as of the Effect Time, there is no demand or investigation by or before any Governmental Entity pending or, to the knowledge of the respective Merging Entities, threatened alleging that the respective Merging Entities are not in compliance with any applicable law.

6.08. **Counsel's Opinion.** The Surviving Entity shall provide to the respective Merging Entities, in form and substance reasonably satisfactory, an opinion of legal counsel for the Surviving Entity that, to the best of counsel's knowledge and belief, upon reasonable inquiry:

- (a) The Surviving Entity exists in good standing under the laws of the State of Florida;
- (b) The Surviving Entity is authorized under all applicable statutes, regulations, ordinances, or orders of public authorities to carry on its business in the places and manner conducted;
- (c) the authorized and outstanding membership interests of the Surviving Entity are as warranted in this Agreement and each respective membership interest is validly authorized and issued and was not issued in violation of the preemptive rights of any member of the Surviving Entity;
- (d) The Surviving Entity has no outstanding commitments to issue any of the Surviving Entity's membership interests;
- (e) This Agreement has been authorized, executed and delivered by the Surviving Entity in accordance with its terms; and
- (f) The terms of this Agreement impose enforceable obligations on the Surviving Entity and each of the respective Merging Entities.

ARTICLE VII. MISCELLANEOUS

7.01. **Additional Documents.** Each of the respective Merging Entities and the Surviving Entity to this Agreement shall cause to be delivered at the Effective Time, or at such other time(s) and place(s) as shall be agreed upon, such additional documents as may be reasonably required for the purpose of carrying out this Agreement. Each of the respective Merging Entities and the Surviving Entity shall exert best efforts in cooperating with such requests, and shall direct officers, managers, directors, agents, and employees to furnish information, evidence, testimony, and other assistance in connection with resolution of any disputes arising from this Agreement.

7.02. **Amendment.** Subject to compliance with applicable Law, this Agreement may be amended by mutual agreement of the Parties hereto by action taken or authorized by their respective general partner or managing members, if necessary; *provided, however*, that there shall not be any amendment or change not permitted under applicable Law. This Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto.

7.03. **Governing Law.** This Merger Agreement shall be construed in accordance with the laws of the State of Nevada, without regard to the principles of conflicts of laws of such State.

7.04. **Non-Survival**. None of the representations, warranties, or agreements in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive after the Effective Time; *provided, however*, that this Section 7.03 shall not limit any covenant or agreement of the each of the Merging Entities and the Surviving Entity hereto to the extent such covenant or agreement by its terms contemplates performance after the Effective Date, which shall survive the Effective Date.

7.05. **Notices**. All notices and other communications hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, to the parties hereto at their respective addresses specified below:

If to Surviving Entity:

FROMKIN ENERGY, LLC
c/o Lewis Fromkin
5318 NW 109th Terrace
Coral Springs, FL 33076

With a copy to:

WAGNER LAW GROUP, PLLC
c/o Ryan C. Wagner, Esq.
110 SE 6th Street, Suite 1700
Fort Lauderdale, FL 33301

If to Merging Entities:

FROMOIL ENERGY DEVELOPMENT, LLC
c/o Lewis Fromkin
5318 NW 109th Terrace
Coral Springs, FL 33076

With a copy to:

WAGNER LAW GROUP, PLLC
c/o Ryan C. Wagner, Esq.
110 SE 6th Street, Suite 1700
Fort Lauderdale, FL 33301

FROMOIL, L.P.
c/o Lewis Fromkin
5318 NW 109th Terrace
Coral Springs, FL 33076

With a copy to:

WAGNER LAW GROUP, PLLC
c/o Ryan C. Wagner, Esq.
110 SE 6th Street, Suite 1700
Fort Lauderdale, FL 33301

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FROMOIL TWO, L.P.

c/o Lewis Fromkin
5318 NW 109th Terrace
Coral Springs, FL 33076

With a copy to:

WAGNER LAW GROUP, PLLC

c/o Ryan C. Wagner, Esq.
110 SE 6th Street, Suite 1700
Fort Lauderdale, FL 33301

FULCRUM #1 LIMITED PARTNERSHIP

c/o Lewis Fromkin
5318 NW 109th Terrace
Coral Springs, FL 33076

With a copy to:

WAGNER LAW GROUP, PLLC

c/o Ryan C. Wagner, Esq.
110 SE 6th Street, Suite 1700
Fort Lauderdale, FL 33301

FULCRUM #2 LIMITED PARTNERSHIP

c/o Lewis Fromkin
5318 NW 109th Terrace
Coral Springs, FL 33076

With a copy to:

WAGNER LAW GROUP, PLLC

c/o Ryan C. Wagner, Esq.
110 SE 6th Street, Suite 1700
Fort Lauderdale, FL 33301

FOREST ONE, L.P.

c/o Lewis Fromkin
5318 NW 109th Terrace
Coral Springs, FL 33076

With a copy to:

WAGNER LAW GROUP, PLLC

c/o Ryan C. Wagner, Esq.
110 SE 6th Street, Suite 1700
Fort Lauderdale, FL 33301

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19 OCT 11 AM 9:35
CLERK OF COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
FORT LAUDERDALE, FLORIDA

FOREST TWO, L.P.

c/o Lewis Fromkin
5318 NW 109th Terrace
Coral Springs, FL 33076

With a copy to:

WAGNER LAW GROUP, PLLC

c/o Ryan C. Wagner, Esq.
110 SE 6th Street, Suite 1700
Fort Lauderdale, FL 33301

LUKE ENERGY, L.P.

c/o Lewis Fromkin
5318 NW 109th Terrace
Coral Springs, FL 33076

WAGNER LAW GROUP, PLLC

c/o Ryan C. Wagner, Esq.
110 SE 6th Street, Suite 1700
Fort Lauderdale, FL 33301

SUMMIT ONE, L.P.

c/o Daniel & Florence Vogel
4 Skylark Drive
Wesley Hills, NY 10977

TRIUMPH ONE L.P.

c/o Daniel & Florence Vogel
4 Skylark Drive
Wesley Hills, NY 10977

HUMMINGBIRD #1 L.P.

c/o Daniel & Florence Vogel
4 Skylark Drive
Wesley Hills, NY 10977

FALCON #3 LIMITED PARTNERSHIP

c/o Daniel & Florence Vogel
4 Skylark Drive
Wesley Hills, NY 10977

FALCON #4 LIMITED PARTNERSHIP

c/o Daniel & Florence Vogel
4 Skylark Drive
Wesley Hills, NY 10977

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CLERK OF COURT

DARTEK LIMITED PARTNERSHIP

c/o Ryan Tomazin
1465 East Putnam Ave., Unit #317
Old Greenwich, CT 06870

UPSTATE GAS & ENERGY, LLC

c/o John J. Farella
6824 Jayhawk Circle
Baldwinsville, NY 13027

SHAKESPEARE-ONE LIMITED PARTNERSHIP

c/o Wally Chernoch
198 Tupelo Rd.
Naples, FL 34108

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19 OCT 11 PM 0:35
CLERK OF COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
IN FLORIDA

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

7.06. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A facsimile, telecopy, portable document format (.pdf) or any other reproduction of this Agreement may be executed by the Parties, including by means of an electronic signature or other format, and an executed copy of this Agreement may be delivered by the Parties by facsimile, portable document format (.pdf) or other electronic transmission means pursuant to which the signature of or on behalf of the Parties can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

7.07. **Severability**. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by 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 the Merging Entities and the Surviving Entity. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Merging Entities and the Surviving Entity 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.

7.08. **Assignment**. This Agreement shall not be assigned by the Merging Entities and/or the Surviving Entity (whether by operation of Law or otherwise) without the prior written consent of the other respective Merging Entities and/or the Surviving Entity. Any assignment referred to in the immediately preceding sentence shall not relieve the Merging Entities and/or the Surviving Entity of any obligation hereunder, and following such assignment this Agreement will be binding upon, inure to the benefit of and be enforceable by the Merging Entities and/or the Surviving Entity and their respective successors and assigns.

7.09. **Jurisdiction.** The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed, or were threatened to be not performed, in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other remedy that may be available to it, including monetary damages, Each of the respective Merging Entities and/or Surviving Entity irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, shall be brought and determined exclusively in state or federal court within Broward County, Florida.

7.10. **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS. (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS. (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.08.

7.11. **Further Assurances.** If at any time after the Effective Time of the Merger, the Surviving Corporation shall consider that any assignments, transfers, deeds or other assurances in law are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to any property or rights of Securitas, Securitas and its Member shall execute and deliver such documents and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation, and the officers and directors of the Surviving Corporation are fully authorized in the name of Securitas or otherwise to take any and all such action.

7.12. **Entire Agreement.** This Agreement constitutes the entire agreement among the Merging Entities and the Surviving Entity with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Merging Entities and the Surviving Entity. This Agreement is not intended to confer upon any individual or entity, other than the Merging Entities and the Surviving Entity and their successors and permitted assigns, any rights or remedies hereunder.

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[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

FILED
19 OCT 11 AM 9:00
CLERK OF DISTRICT COURT
BROWARD COUNTY, FLORIDA

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the dates set forth below.

SURVIVING ENTITY

FROMKIN ENERGY, LLC

Fromkin Energy, LLC
5318 NW 109th Terrace
Coral Springs, FL 33076

By: _____

Print Name: Lewis Fromkin

Title: Managing Member

FILED
19 OCT 11 AM 9:35
NOTARY PUBLIC
STATE OF FLORIDA

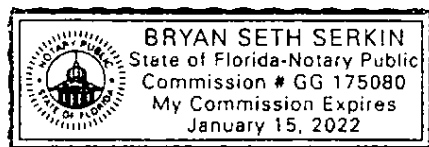
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared LEWIS FROMKIN, who hereby certifies that he is acting in his corporate capacity as an authorized representative of FROMKIN ENERGY, LLC, and whom is authorized to execute and deliver this Agreement on behalf of FROMKIN ENERGY, LLC. WITNESS my hand and official seal in the County and State last aforesaid this 15 day of July, 2019.

Bryan S. Serkin
Name of Notary Public

Bryan S. Serkin
Signature of Notary Public

My Commission Expires:



MERGING ENTITIES

FROMOIL ENERGY DEVELOPMENT, LLC

Fromoil Energy Development, LLC
5318 NW 109th Terrace
Coral Springs, FL 33076

By: _____

Print Name: Lewis Fromkin

Title: Managing Member

FILED
19 OCT 11 AM 9:33
CLERK OF DISTRICT COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
MIAMI, FLORIDA

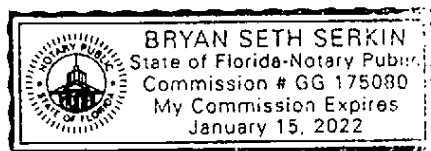
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared LEWIS FROMKIN, who hereby certifies that he is acting in his corporate capacity as an authorized representative of FROMOIL ENERGY DEVELOPMENT, LLC, and whom is authorized to execute and deliver this Agreement on behalf of FROMOIL ENERGY DEVELOPMENT, LLC. WITNESS my hand and official seal in the County and State last aforesaid this 15 day of July, 2019.

Bryan S. Serkin
Name of Notary Public

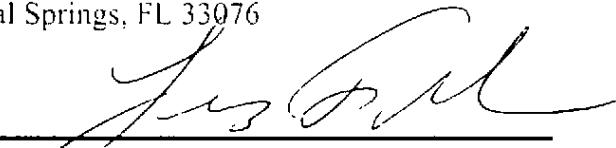
Bryan S. Serkin
Signature of Notary Public

My Commission Expires:



FROMOIL, L.P

Fromoil, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

By: 
**Fromoil Energy Development, L.L.C. as
General Partner of Fromoil, L.P.**

Print Name: Lewis Fromkin

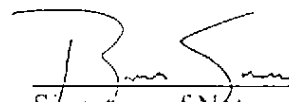
Title: Managing Member

FILED
19 OCT 11 AM 9:35
CLERK OF COURT
BROWARD COUNTY
FLORIDA

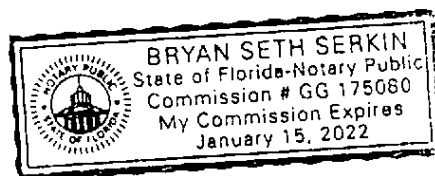
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared LEWIS FROMKIN, on behalf of General Partner, FROMOIL ENERGY DEVELOPMENT, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of FROMOIL, L.P. WITNESS my hand and official seal in the County and State last aforesaid this 15 day of July, 2019.

Bryan S Serkin
Name of Notary Public

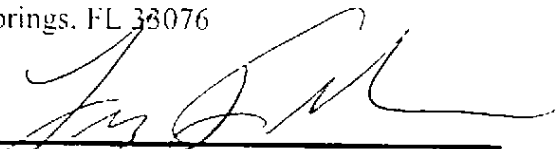

Signature of Notary Public

My Commission Expires:



FROMOIL TWO, L.P

Fromoil Two, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

By: 
**Fromoil Energy Development, LLC, as
General Partner of Fromoil Two, L.P.**

Print Name: **Lewis Fromkin**


Title: **Managing Member**

FILED
19 OCT 11 AM 9:55
CLERK OF CIRCUIT COURT
STATE OF FLORIDA

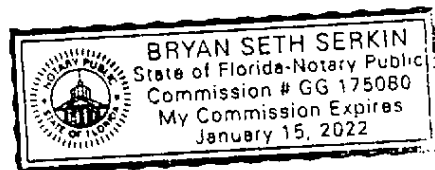
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared LEWIS FROMKIN, on behalf of General Partner, FROMOIL ENERGY DEVELOPMENT, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of FROMOIL TWO, L.P. WITNESS my hand and official seal in the County and State last aforesaid this 15 day of July, 2019.

Bryan S. Serkin
Name of Notary Public


Signature of Notary Public

My Commission Expires:



FULCRUM #1 LIMITED PARTNERSHIP

Fulcrum #1 Limited Partnership
5318 NW 109th Terrace
Coral Springs, FL 33076

By: _____

**Fromkin Energy, LLC, as General Partner
of Fulcrum #1 Limited Partnership**

Print Name: **Lewis Fromkin**

Title: **Managing Member**

FILED
19 OCT 11 AM 9:26
NOTARY PUBLIC
STATE OF FLORIDA

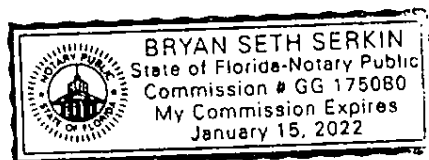
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared LEWIS FROMKIN, on behalf of General Partner, FROMKIN ENERGY, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of FULCRUM #1 LIMITED PARTNERSHIP. WITNESS my hand and official seal in the County and State last aforesaid this 15 day of July, 2019.

Bryan S. Serkin
Name of Notary Public

Bryan S. Serkin
Signature of Notary Public

My Commission Expires:



FULCRUM #2 LIMITED PARTNERSHIP

Fulcrum #2 Limited Partnership
5318 NW 109th Terrace
Coral Springs, FL 33076

By: _____

[Signature]
Fromkin Energy, LLC, as General Partner
of Fulcrum #2 Limited Partnership

Print Name: Lewis Fromkin

Title: Managing Member

FILED
19 OCT 11 AM 9:35
CLERK OF DISTRICT COURT
JULIA A. GIBSON

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared LEWIS FROMKIN, on behalf of General Partner, FROMKIN ENERGY, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of FULCRUM #2 LIMITED PARTNERSHIP. WITNESS my hand and official seal in the County and State last aforesaid this 15 day of July, 2019.

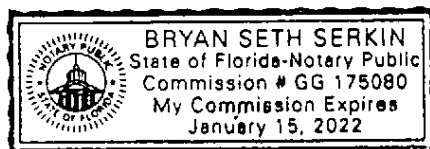
Bryan S. Serkin

Name of Notary Public

Bryan S. Serkin

Signature of Notary Public

My Commission Expires:



FOREST ONE, L.P.

Forest One, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

By: _____

**Fromoil Energy Development, LLC, as
General Partner of Forest One, L.P.**

Print Name: Lewis Fromkin

Title: Managing Member

FILED
19 OCT 11 AM 9:33
CLERK OF DISTRICT COURT
STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared LEWIS FROMKIN, on behalf of General Partner, FROMOIL ENERGY DEVELOPMENT, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of FOREST ONE, L.P. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of July, 2019.

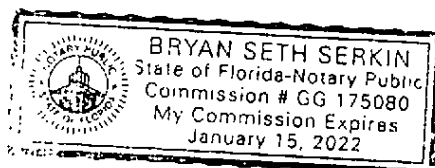
Bryan S. Serkin

Name of Notary Public

[Signature]

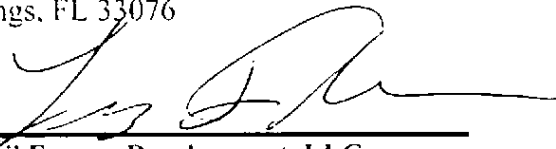
Signature of Notary Public

My Commission Expires:



FOREST TWO, L.P.

Forest Two, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

By: 
**Fromoil Energy Development, L.L.C. as
General Partner of Forest Two, L.P.**

Print Name: **Lewis Fromkin**

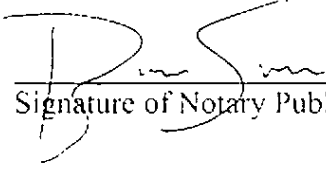
Title: **Managing Member**

STATE OF FLORIDA
COUNTY OF BROWARD

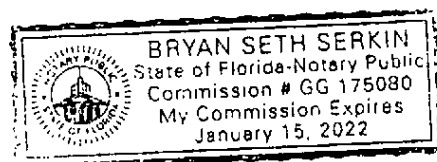
FILED
19 OCT 11 AM 9:35
CLERK OF CIRCUIT COURT
BROWARD COUNTY, FLORIDA

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared LEWIS FROMKIN, on behalf of General Partner, FROMOIL ENERGY DEVELOPMENT, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of FOREST TWO, L.P. WITNESS my hand and official seal in the County and State last aforesaid this 15 day of July, 2019.

Bryan S. Serkin
Name of Notary Public


Signature of Notary Public

My Commission Expires:



LUKE ENERGY, L.P.

Luke Energy, L.P.
5318 NW 109th Terrace
Coral Springs, FL 33076

By: _____

**Fromoil Energy Development, LLC as
General Partner of Luke Energy, L.P.**

Print Name: **Lewis Fromkin**

Title: **Managing Member**

FILED
19 OCT 11 AM 9:35
CLERK OF DISTRICT COURT
JULIA A. GIBSON

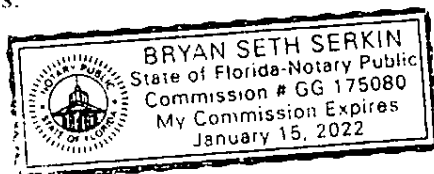
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared LEWIS FROMKIN, on behalf of General Partner, FROMOIL ENERGY DEVELOPMENT, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of LUKE ENERGY, L.P. WITNESS my hand and official seal in the County and State last aforesaid this 15 day of July, 2019.

Bryan S Serkin
Name of Notary Public

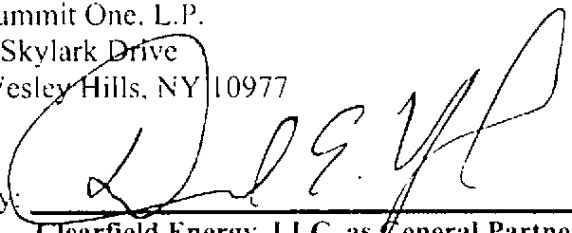
B S
Signature of Notary Public

My Commission Expires:



SUMMIT ONE, L.P.

Summit One, L.P.
4 Skylark Drive
Wesley Hills, NY 10977

By: 
Clearfield Energy, LLC, as General Partner
of Summit One, L.P.

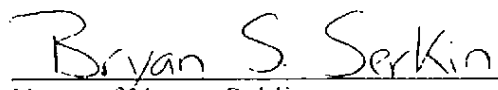
Print Name: Daniel Vogel


Title: Managing Member

FILED
19 OCT 11 AM 9:35
CLERK OF DISTRICT COURT
STATE OF FLORIDA

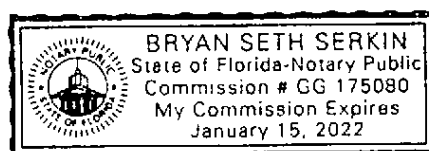
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared DANIEL VOGEL, on behalf of General Partner, CLEARFIELD ENERGY, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of SUMMIT ONE, L.P. WITNESS my hand and official seal in the County and State last aforesaid this 15th day of July, 2019.


Name of Notary Public

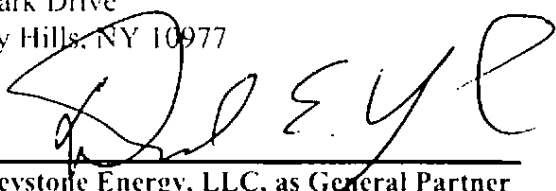

Signature of Notary Public

My Commission Expires:



TRIUMPH ONE, L.P.

Triumph One, L.P.
4 Skylark Drive
Wesley Hills, NY 10977

By: 
Keystone Energy, LLC, as General Partner
of Triumph One, L.P.

Print Name: Daniel Vogel

Title: Managing Member

FILED
19 OCT 11 AM 9:36
CLERK OF DISTRICT COURT
JANUARY 15, 2022

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared DANIEL VOGEL, on behalf of General Partner, KEYSTONE ENERGY, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of TRIUMPH ONE, L.P.. WITNESS my hand and official seal in the County and State last aforesaid this 15th day of July, 2019.


Name of Notary Public


Signature of Notary Public

My Commission Expires:



HUMMINGBIRD #1 L.P.

Hummingbird #1 L.P.
4 Skylark Drive
Wesley Hills, NY 10977

By: _____

**Keystone Energy, LLC, as General Partner
of Hummingbird #1 L.P.**

Print Name: **Daniel Vogel**

Title: **Managing Member**

STATE OF FLORIDA
COUNTY OF BROWARD

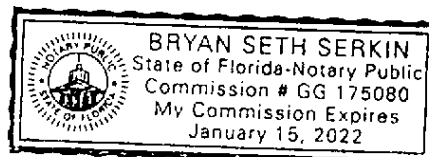
FILED
19 OCT 11 AM 9:36
NOTARY PUBLIC

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared DANIEL VOGEL, on behalf of General Partner, KEYSTONE ENERGY, LLC, hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of HUMMINGBIRD #1 L.P. WITNESS my hand and official seal in the County and State last aforesaid this 15th day of July, 2019.

Bryan S. Serkin
Name of Notary Public

B-S
Signature of Notary Public

My Commission Expires:



FALCON #3 LIMITED PARTNERSHIP

Falcon #3 Limited Partnership
4 Skylark Drive
Wesley Hills, NY 10977

By: 

Mazel Capital Services, Inc., as General Partner
of Falcon #3 Limited Partnership

Print Name: Daniel Vogel


Title: Managing Member

FILED
19 OCT 11 AM 9:35
CLERK OF DISTRICT COURT
JULIA

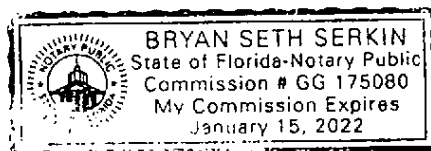
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared DANIEL VOGEL, on behalf of General Partner, MAZEL CAPITAL SERVICES, INC., hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of FALCON #3 LIMITED PARTNERSHIP. WITNESS my hand and official seal in the County and State last aforesaid this 15th day of July, 2019.

Bryan S. Serkin
Name of Notary Public


Signature of Notary Public

My Commission Expires:



FALCON #4 LIMITED PARTNERSHIP

Falcon #4 Limited Partnership
4 Skylark Drive
Wesley Hills, NY 10977

By: 
Mazel Capital Services, Inc., as General Partner
of Falcon #4 Limited Partnership

Print Name: Daniel Vogel


Title: Managing Member

FILED
19 OCT 11 AM 9:36
CLERK OF COURT
JULIA A. BROWN

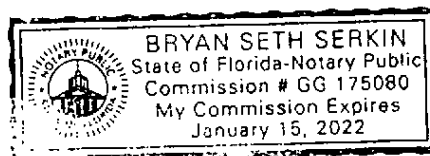
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared DANIEL VOGEL, on behalf of General Partner, MAZEL CAPITAL SERVICES, INC., hereby certifies that he is acting in his corporate capacity, and whom is authorized to execute and deliver this Assignment on behalf of FALCON #4 LIMITED PARTNERSHIP. WITNESS my hand and official seal in the County and State last aforesaid this 15th day of July, 2019.

Bryan S. Serkin
Name of Notary Public

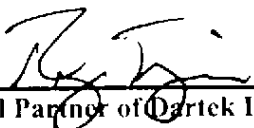

Signature of Notary Public

My Commission Expires:



DARTEK LIMITED PARTNERSHIP

Dartek Limited Partnership
1465 East Putnam Ave., Unit #317
Old Greenwich, CT 06870

By: 
as General Partner of Dartek Limited Partnership

Print Name: RYAN TOMAZEN

Title: MANAGER

State of Connecticut
County of Fairfield


STATE OF _____

COUNTY OF _____

FILED
19 OCT 11 AM 9:36
CLERK OF SUPERIOR COURT
JUDICIAL BRANCH 1
HARTFORD, CONNECTICUT

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared RYAN TOMAZEN, who hereby certifies that he is acting in his corporate capacity as an authorized representative of DARTEK LIMITED PARTNERSHIP, and whom is authorized to execute and deliver this Agreement on behalf of DARTEK LIMITED PARTNERSHIP, LLC. WITNESS my hand and official seal in the County and State last aforesaid this 6 day of ~~July~~ ^{Aug}, 2019.
KR Aug

KENNETH REED
Name of Notary Public


Signature of Notary Public

My Commission Expires:

KENNETH REED
NOTARY PUBLIC
MY COMMISSION EXPIRES 11/30/2023

UPSTATE GAS & ENERGY, LLC

Upstate Gas & Energy, LLC
6824 Jayhawk Circle
Baldwinsville, NY 13027

By: John J. Farella

Print Name: JOHN J. FARELLA

Title: MANAGING PARTNER

FILED
19 OCT 11 AM 9:36
CLERK OF COURT
OSWEGO COUNTY
NEW YORK

STATE OF NY
COUNTY OF OSWEGO

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared John J. Farella, who hereby certifies that he is acting in his corporate capacity as an authorized representative of UPSTATE GAS & ENERGY, LLC, and whom is authorized to execute and deliver this Agreement on behalf of UPSTATE GAS & ENERGY, LLC. WITNESS my hand and official seal in the County and State last aforesaid this 6 day of ~~July~~, 2019.

August

Chad Holbert
Name of Notary Public

Phil Hunt
Signature of Notary Public

My Commission Expires:



SHAKESPEARE-ONE LIMITED PARTNERSHIP

Shakespeare-One Limited Partnership
198 Tupelo Rd.
Naples, FL 34108

By: 
W.W.C. Management, Inc., as Managing Member
of S-1, LLC, the General Partner of Shakespeare-
One Limited Partnership

Print Name: Walter Chernoch


Title: President

FILED
19 OCT 11 AM 9:36
CLERK OF DISTRICT COURT
JANUARY 15, 2022

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared WALTER CHERNOCH, who hereby certifies that he is acting in his corporate capacity as an authorized representative of W.W.C. MANAGEMENT, INC., as managing member of S-1, LLC, the General Partner of SHAKESPEARE-ONE LIMITED PARTNERSHIP, and whom is authorized to execute and deliver this Agreement on behalf of SHAKESPEARE-ONE LIMITED PARTNERSHIP. WITNESS my hand and official seal in the County and State last aforesaid this 15th day of July, 2019.

Bryan S. Serkin
Name of Notary Public


Signature of Notary Public

My Commission Expires:



EXHIBIT "1"
MEMBERSHIP INTEREST CONVERSION

MERGING ENTITY	MEMBERSHIP INTEREST OF SURVIVING ENTITY RECEIVED
FROMOIL ENERGY DEVELOPMENT, LLC	0.00%
FROMOIL, L.P.	0.12%
FROMOIL TWO, L.P.	1.92%
FOREST ONE, L.P.	2.07%
FOREST TWO, L.P.	5.07%
FULCRUM #1 LIMITED PARTNERSHIP	0.80%
FULCRUM #2 LIMITED PARTNERSHIP	2.26%
LUKE ENERGY, L.P.	0.99%
SUMMIT ONE, L.P.	0.96%
TRIUMPH ONE L.P.	1.89%
HUMMINGBIRD #1 L.P.	1.98%
FALCON #3 LIMITED PARTNERSHIP	2.91%
FALCON #4 LIMITED PARTNERSHIP	2.91%
DARTEK LIMITED PARTNERSHIP	0.64%
UPSTATE GAS & ENERGY, LLC	0.70%
SHAKESPEARE-ONE LIMITED PARTNERSHIP	1.28%

FILED
19 OCT 11 AM 9:36
CLERK OF DISTRICT COURT
JANUARY 11, 2019