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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
ECO NRG SYSTEMS FLORIDA, LLC**

Certificate of Status	0
Certified Copy	1
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117.00

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10/4/13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ECO NRG Systems Florida, LLC

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Thomas P. Maletta

Contact Person

Firm/Company

1170 Registry Boulevard

Address

St. Augustine, FL 32092

City, State and Zip Code

tmaletta@econrgsystems.com

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

For further information concerning this matter, please call:

Thomas P. Maletta

904

940-5008

at ()

Name of Contact Person

Area Code and 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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ECO NRG Systems LP	Florida	limited partnership
ECO NRG Systems Florida, LLC	Florida	limited liability compe

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ECO NRG Systems Florida, LLC	Florida	limited liability compe

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:



a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ECO NRG Systems Florida, LLC		Thomas P. Maletta, Member
ECO NRG Systems LP		ECO NRG Systems Florida, LLC, sole general partner By: Thomas P. Maletta, Member

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement"), dated as of September 26, 2013, is made by and between ECO NRG Systems LP, a Florida limited partnership ("LP"), and ECO NRG Systems Florida, LLC, a Florida limited liability company ("LLC"). LP and LLC are hereinafter sometimes collectively referred to as the "Constituent Entities."

RECITALS:

A. LP and LLC desire to effect a merger of LP with and into LLC pursuant to the provisions of the Florida Limited Liability Company Act (the "LLC Act") and the Florida Revised Uniform Limited Partnership Act of 2005 (the "LP Act").

B. All of the partners of LP and all of the members of LLC have determined that it is advisable and in the best interest of each of the Constituent Entities that LP merge with and into LLC upon the terms and subject to the conditions herein provided.

C. All of the partners of LP have approved this Merger Agreement and have directed that it be executed and attested to, as the case may be, by the undersigned officer of LLC, the sole general partner of LP.

D. All of the members of LLC have approved this Merger Agreement and have directed that it be executed and attested to, as the case may be, by the undersigned member of LLC.

In consideration of the mutual agreements herein contained, the parties agree that LP shall be merged with and into LLC, and that the terms and conditions of the Merger (as defined in Section 1.01 hereof), the mode of carrying the Merger into effect, the manner of converting the partnership interests of LP and certain other provisions relating thereto shall be as hereinafter set forth:

ARTICLE I

MERGER

Section 1.01. Surviving Entity. Subject to the terms and provisions of this Merger Agreement, and in accordance with Section 608.438 of the LLC Act and Section 620.2106 of the LP Act, at the Effective Time (as defined in Section 1.06 hereof), LP shall be merged with and into LLC (the "Merger"). LLC shall be the surviving entity (hereinafter sometimes called the "Surviving Entity") of the Merger and shall continue its existence under the laws of the State of Florida. At the Effective Time, the separate existence of LP shall cease.

Section 1.02. Name of Surviving Entity. The name of the Surviving Entity shall be ECO NRG Systems Florida, LLC.

Section 1.03. Effect of the Merger. At the Effective Time, the Merger shall have the effects provided for herein and in Section 608.4383 of the LLC Act and Section 620.2109 of the LP Act.

Section 1.04. Articles of Organization. As of the Effective Time, the Articles of Organization of LLC, as in effect immediately prior to the Effective Time, shall continue to be the Articles of Organization of the Surviving Entity until thereafter duly amended in accordance with the provisions thereof and applicable law.

Section 1.05. Operating Agreement. As of the Effective Time, the Operating Agreement of LLC, as in effect immediately prior to the Effective Time, shall continue to be the Operating Agreement of the Surviving Entity until thereafter duly amended in accordance with the provisions thereof and applicable law.

Section 1.06. Effective Time. The Merger shall become effective in accordance with the provisions of Section 608.4382 of the LLC Act and Section 620.2108 of the LP Act, upon the filing of a certificate of merger with the Department of State of the State of Florida. The date and time when the Merger shall become effective is herein referred to as the "Effective Time."

Section 1.07. Additional Actions. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, title to and possession of any property or right of LP acquired or to be acquired by reason of or as a result of the Merger or (b) otherwise to carry out the purposes of this Merger Agreement, LP shall be deemed to have granted hereby to the Surviving Entity an irrevocable power of attorney to execute and deliver all such deeds, assignments and assurances in law and to do all acts necessary or appropriate to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Entity and otherwise to carry out the purposes of this Merger Agreement; and the members of the Surviving Entity are hereby fully authorized in the name of LP or otherwise to take any and all such action.

ARTICLE II

MANNER BASIS AND EFFECT OF CONVERTING INTERESTS

Section 2.01. Conversion of LLC Membership Units. At the Effective Time, each membership unit of LLC immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, continue to constitute the same membership units in the Surviving Entity.

Section 2.02. Conversion of LP Partnership Interests. At the Effective Time, each general and limited partnership interest of LP immediately prior to the Effective Time shall, by

virtue of the Merger and without any action on the part of the holder thereof, be extinguished and shall cease to exist.

ARTICLE III

AMENDMENT; TERMINATION; MISCELLANEOUS

Section 3.01. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the Constituent Entities, after authorization of such action by all of the partners of each of LP and all of the members of LLC, at any time prior to the filing of a certificate of merger with the Department of State of the State of Florida.

Section 3.02. Abandonment. At any time prior to the filing of a certificate of merger with the Department of State of the State of Ohio Florida, this Merger Agreement may be terminated, and the Merger may be abandoned by either the all of the partners of LP or all of the members of LLC, or by both.

Section 3.03. Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

[This space is intentionally left blank.]

IN WITNESS WHEREOF, ECO NRG Systems LP and ECO NRG Systems Florida, LLC have caused this Agreement and Plan of Merger to be signed and attested to, as the case may be, by their respective duly authorized representatives as of the date first above written.

ECO NRG SYSTEMS LP,
a Florida limited partnership

By: ECO NRG Systems Florida, LLC,
Sole General Partner

By: _____
Thomas Peter Maletta, Member

ECO NRG SYSTEMS FLORIDA, LLC,
a Florida limited liability company

By: _____
Thomas Peter Maletta, Member