

L12000002787

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

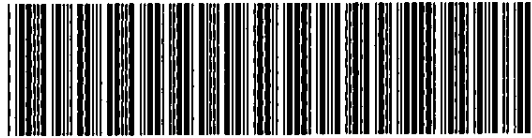
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JAN 19 2012

EXAMINER



900215477829

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12 JAN 19 AM 10:51

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

12 JAN 19 PM 1:14



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 065321 7268860

AUTHORIZATION

Spurlockman

COST LIMIT : \$ 50.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 JAN 19 PM 1:14

ORDER DATE : January 18, 2012

ORDER TIME : 8:38 AM

ORDER NO. : 065321-020

CUSTOMER NO: 7268860

ARTICLES OF MERGER

RHINE PARACO GAS OF FLORIDA
LLC

INTO

RHINE PARACO GAS OF FLORIDA
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Stephanie Milnes

EXAMINER'S INITIALS: _____

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 JAN 19 PM 1:14

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Rhine Paraco Gas of Florida 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:

Christopher Panaro, Esq.
(Contact Person)

LeClairRyan
(Firm/Company)

830 Third Avenue, 5th Floor
(Address)

New York, New York 10022
(City, State and Zip Code)

For further information concerning this matter, please call:

Christopher Panaro at (212) 430-8039
(Name of Contact Person) (Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

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DIVISION OF CORPORATIONS
12 JAN 19 PM 1:14

**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>
Rhine Paraco Gas of Florida LLC	Florida	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
Rhine Paraco Gas of Florida LLC	Delaware	LLC

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:

800 Westchester Avenue

Rye Brook, New York

10573

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 entitles 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: 800 Westchester Avenue

Rye Brook, New York

10573

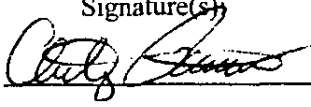
Mailing address: 800 Westchester Avenue

Rye Brook, New York

10573

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:
Rhine Paraco Gas of Florida LLC		Christopher Panaro

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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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PLAN OF MERGER

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>
Rhine Paraco Gas of Florida LLC	Florida	LLC

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>
Rhine Paraco Gas of Florida LLC	Delaware	LLC

THIRD: The terms and conditions of the merger are as follows:

See attached plan.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached plan.

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached plan.

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached plan.

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See attached plan.

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Merger Agreement**") is adopted as of January 9, 2012, by and between Rhine Paraco Gas of Florida LLC, a Delaware limited liability company (the "**LLC**"), and Rhine Paraco Gas of Florida LLC, a Florida limited liability company ("**RP Florida**").

RECITALS

WHEREAS, the Members of RP Florida and the LLC deem it advisable and to the advantage and welfare of both entities that RP Florida merge with and into the LLC under and pursuant to the provisions of the Delaware General Corporation Law.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** RP Florida shall be and it hereby is merged into the LLC.
2. **EFFECTIVE DATE.** This Merger Agreement shall become effective immediately upon compliance with the laws of the States of Delaware and Florida, the time of such effectiveness being hereinafter called the "**Effective Date**".
3. **SURVIVING LLC.** The LLC shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware, but the separate corporate existence of RP Florida shall cease forthwith upon the Effective Date.
4. **CERTIFICATE OF FORMATION.** The Certificate of Formation of the LLC filed with the Delaware Secretary of State shall be the Certificate of Formation of the LLC following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions of the Delaware General Corporation Law. Such Certificate of Formation of the LLC shall constitute the Certificate of Formation of the LLC, separate and apart from this Merger Agreement and may be separately certified as the Certificate of Formation of the LLC.
5. **LLC AGREEMENT.** The limited liability company agreement of the LLC as it exists on the Effective Date shall be the limited liability company agreement of the LLC following the Effective Date, and will continue in full force and effect unless and until the same shall be changed, altered, amended or repealed in accordance with the provisions of the Delaware General Corporation Law.
6. **MEMBERS, BOARD OF MANAGERS AND OFFICERS.** The members of the LLC, the members of the Board of Managers and the officers of the LLC immediately after the

effective time of the merger shall be those persons who were the members, the members of the Board of Managers and the officers, respectively, of the LLC immediately prior to the effective time of the merger. Nothing shall be paid or delivered to the members of RP Florida as a result of the merger.

7. **FURTHER ASSURANCE OF TITLE.** If, at any time, the LLC shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the LLC any right, title, or interest of RP Florida held immediately prior to the Effective Date, RP Florida and its proper officers, managers and members shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in RP Florida as shall be necessary to carry out the purposes of this Merger Agreement, and the LLC and the proper officers, managers and members thereof are fully authorized to take any and all such action in the name of RP Florida or otherwise.

8. **UNITS AND VOTING RIGHTS.** Each Member of the LLC shall have one vote for each unit registered in his, her nor its name on the books of the LLC. The number registered and issued units of the LLC is Two (2) units, all of which are of one class and entitled to vote.

9. **SURRENDER AND CANCELLATION OF ALL UNITS, MEMBERSHIP INTERESTS AND VOTING RIGHTS OF RP FLORIDA.** Forthwith upon the Effective Date, all of the registered and issued units of and all membership interests in RP Florida, and all rights in respect thereof, shall be cancelled.

10. **RIGHTS AND LIABILITIES OF THE LLC.** At and after the effective time of the merger, the LLC shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to RP Florida or whatever account shall be vested in the LLC; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of the LLC as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in RP Florida shall not revert or be in any way impaired by reason of the merger, but shall be vested in the LLC; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the LLC and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and the LLC shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger. All employer identification numbers of RP Florida shall, to the extent permitted by law, constitute the employer identification numbers of the LLC at the effective time of merger.

11. **REPRESENTATIONS OF WARRANTIES OF RP FLORIDA.** Kendall T. Rhine individually hereby represents and warrants to the LLC the following as a condition precedent to the LLC's entry into this Agreement:

(a) RP Florida does not have any liabilities to any person or entity whatsoever other than pursuant to this Agreement, including, without limitation, liens, taxes, purchase contracts, employment obligation (except solely and employee leasing agreement), or other agreements or understandings, whether oral or written, and should anyone assert any claim or should the LLC suffer any cost or loss in such regard (including, without limitation, reasonable fees and expenses of counsel), (i) RP Florida hereby agrees to indemnify, defend and hold harmless the LLC in connection with any such claim, cost or loss and (ii) the LLC shall be entitled, at its election, from time to time, to charge any amounts attributable to such claim cost or loss against any and all dividends due to the beneficial owners of RP Florida; and

(b) RP Florida has full power and authority to enter into this Agreement, it and its members have all duly authorized RP Florida's entry into Agreement and all documents and filings contemplated hereby, and further represents and warrants that this Agreement does not contravene any agreement, contract, understanding or other commitment of any kind whatsoever to which RP Florida is a party of by which it or its assets may be bound.

12. **BOOK ENTRIES.** As of the Effective Date, entries shall be made upon the books of the LLC as follows:

(a) the assets and liabilities of LLC shall be recorded at the amounts at which they are carried on the books of RP Florida immediately prior to the Effective Date, which is zero; and

(b) there shall be credited to the earned surplus account an amount equal to that carried on the earned surplus account of RP Florida immediately prior to the Effective Date, which is zero.

13. **SERVICE OF PROCESS.** The LLC agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of RP Florida as well as for the enforcement of any obligation of RP Florida arising from the merger, including any suit or other proceeding to enforce the right of any member as determined in appraisal proceedings pursuant to the provisions of the Florida Business Corporation Law.

14. **TERMINATION.** This Merger Agreement may be terminated and abandoned by action of the members or Board of Managers of RP Florida at any time prior to the filing of a Certificate of Merger of the parties hereto with the Department of State of the State of Delaware, or prior to the Effective Date, whether before or after approval by the members of the LLC.

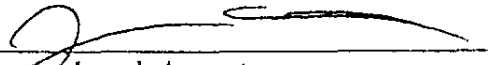
15. **SUBMISSION TO MEMBERS.** The Merger Agreement herein made and adopted has been submitted to the members of RP Florida for their adoption or rejection in the manner prescribed by the provisions of the Florida Business Corporation Law. In the event that the Merger Agreement shall have been adopted by the members entitled to vote of RP Florida in the manner prescribed by the provisions of the Florida Business Corporation Law, RP Florida hereby stipulates that it will direct, empower and authorize the LLC to execute, file and/or record, on its behalf, any document or documents prescribed by the laws of the State of Delaware and the State of Florida, and

that it will direct, empower and authorize the LLC to cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Members, has caused this Merger Agreement to be executed by an authorized officer as of the date first written above.

RHINE PARACO GAS OF FLORIDA LLC,
a Delaware limited liability company

PARACO SOUTH LLC

By: 
Name: Joseph Armentano
Title: Manager

FLORIDA LIFT GAS, INC.

By: _____
Name:
Title:

RHINE PARACO GAS OF FLORIDA LLC,
a Florida limited liability company

By: _____
Name: Kendall T. Rhine
Title: Member and Manager

that it will direct, empower and authorize the LLC to cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Members, has caused this Merger Agreement to be executed by an authorized officer as of the date first written above.

RHINE PARACO GAS OF FLORIDA LLC,
a Delaware limited liability company

PARACO SOUTH LLC

By: _____
Name: Joseph Armentano
Title: Manager

FLORIDA LIFT GAS, INC.

By: Kendall L. Rhine
Name: KENDALL L. RHINE
Title: President

RHINE PARACO GAS OF FLORIDA LLC,
a Florida limited liability company

By: _____
Name: Kendall T. Rhine
Title: Member and Manager

that it will direct, empower and authorize the LLC to cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

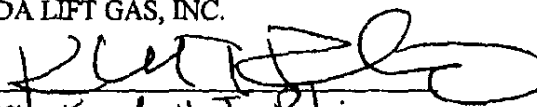
IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Members, has caused this Merger Agreement to be executed by an authorized officer as of the date first written above.

RHINE PARACO GAS OF FLORIDA LLC,
a Delaware limited liability company


PARACO SOUTH LLC

By: _____
Name: Joseph Armentano
Title: Manager

FLORIDA LIFT GAS, INC.

By:  _____
Name: Kendall T. Rhine
Title: Sec.

RHINE PARACO GAS OF FLORIDA LLC,
a Florida limited liability company

By:  _____
Name: Kendall T. Rhine
Title: Member and Manager