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Merger
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NAME: ENERGY SOURCE LLC

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Abbie Hodge



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Energy Source, 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:

Joshua L. Celeste, Esq.

Contact Person

Duffy & Sweeney, LTD.

Firm/Company

1800 Financial Plaza

Address

Providence, RI 02903

City, State and Zip Code

jceleste@duffysweeney.com

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

For further information concerning this matter, please call:

Joshua L. Celeste, Esq.

at (401) 455-0700

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

SECRETARY
DIVISION OF CORP.
14 JUN 26 AM 9:4

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Energy Source, LLC	Rhode Island	limited liability company
MLRS FL, Inc.	Florida	corporation
_____	_____	_____
_____	_____	_____

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>
Energy Source, LLC	Rhode Island	limited liability company

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

NRAI Services, Inc.

1200 South Pine Island Road

Plantation, FL 33324

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed
Name of Individual:

Energy Source, LLC

President

MLRS FL, Inc.

President

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 an authorized person

Fees: 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

Certified Copy (optional):

\$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made and entered into as of June ²⁶ 2014 by and among Energy Source, LLC a Rhode Island limited liability company ("Energy Source"), and MLRS FL, Inc., a Florida corporation ("MLRS").

WHEREAS, Energy Source is a limited liability company duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, MLRS is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, in accordance with applicable laws governing Energy Source and MLRS, each of the governing bodies of such entities, respectively, adopted a resolution approving this Plan,

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, MLRS and Energy Source hereby agree as follows:

1. **Merger.** MLRS will be merged with and into Energy Source (the "Merger"), and Energy Source shall be the surviving limited liability company (hereinafter sometimes referred to as the "Surviving Company") and shall exist as a domestic Rhode Island limited liability company under the Rhode Island Limited Liability Company Act. The effective date of the contemplated merger shall be the last date upon which the Articles of Merger are filed with and accepted by the Florida Department of State and the Rhode Island Secretary of State, as applicable (the "Effective Time"). The Merger is intended to be a tax-free reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended.

2. **Governing Documents.** The Articles of Organization of Energy Source as in effect immediately prior to the Effective Time shall be the Articles of Organization of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Third Amended and Restated Operating Agreement of the Surviving Company as in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Company without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. **Succession.** At the Effective Time:

(a) The separate existence of MLRS shall cease, and the Surviving Company shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of MLRS, respectively; and

(b) All and singular rights, privileges, powers and franchises of MLRS and all property, real, personal and mixed, and all debts due to MLRS on whatever account, and all choses in action, and all and every other interest of or belonging to MLRS shall be vested in the Surviving Company without further act or deed; and

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of MLRS, respectively, and the title to any real estate vested by deed or otherwise, under the laws of the State of Florida, or of any of the other states of the United States, in MLRS 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 MLRS shall be preserved unimpaired; and

(d) All debts, liabilities and duties of MLRS shall thenceforth attach to the Surviving Company 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

(e) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of MLRS, its directors, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to MLRS; and

(f) The Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the State of Florida for as long as any liability remains outstanding in the State of Florida for any prior obligations of MLRS; and

(g) The Surviving Company hereby irrevocably appoints the Secretary of State of the State of Florida and as its agent to accept service of process in any action for the enforcement of any obligation specified in Section 3(f) of this Merger Agreement, including taxes.

4. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of MLRS such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of MLRS and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of each of MLRS to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. **Cancellation of Shares/Interests.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) all capital stock of MLRS shall be automatically cancelled, and (ii) each member of the Surviving Company shall receive a membership interest dividend of one share of membership interests for every share of capital stock held.

6. **Amendment.** Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

7. **Abandonment.** Notwithstanding any of the provisions of this Merger Agreement, the governing bodies of either of Energy Source or MLRS, at any time prior to the Effective Time, and for any reason they may deem sufficient and proper, shall have the authority to abandon and refrain from making effective the contemplated merger set forth herein, in which case this Merger Agreement shall hereby be cancelled and become null and void.

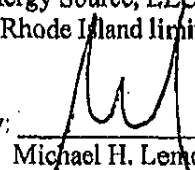
8. **Counterparts.** In order to facilitate the filing and recording of the Articles, this Merger Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall constitute a single, original agreement.

[The remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

SURVIVING CORPORATION:

Energy Source, LLC
(a Rhode Island limited liability company)

By: 
Michael H. Lemoi, Jr., President

MERGED ENTITY:

MLRS FL, Inc.
(a Florida corporation)

By: 
Michael H. Lemoi, Jr., President