

PD7000/26305

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MERGER OR SHARE EXCHANGE
TECO Gemstone, Inc.

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STATE OF FLORIDA
ARTICLES OF MERGER
OF

TECO SOLUTIONS, INC. - P00000074674
(a Florida corporation)

INTO

TECO GEMSTONE, INC. - P07000126305
(a Florida corporation)

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

FIRST: TECO Solutions, Inc. ("Solutions"), a Florida corporation, will be merged with and into TECO Gemstone, Inc. ("Gemstone"), a Florida corporation, and Gemstone will be the surviving corporation.

SECOND: The attached Agreement and Plan of Merger dated as of December 18, 2014 pursuant to which Solutions will be merged with and into Gemstone was adopted by the board of directors and shareholders of Gemstone on December 18, 2014 and by the board of directors and shareholders of Solutions on December 18, 2014.

THIRD: All of the outstanding capital stock of Solutions will be cancelled. The outstanding capital stock of Gemstone will not be affected by the merger.

FOURTH: The merger shall become effective on December 31, 2014.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of Solutions and Gemstone by their respective authorized officers as of the 18th day of December, 2014.

TECO SOLUTIONS, INC.

By: 

Name: Bruce Narzissenfeld

Title: President

TECO GEMSTONE, INC.
(Surviving corporation)

By: 

Name: John B. Ramil

Title: President

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AGREEMENT AND PLAN OF MERGER

BETWEEN

TECO GEMSTONE, INC.

AND

TECO SOLUTIONS, INC.

Dated as of December 18, 2014

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated as of December 18, 2014 is between **TECO GEMSTONE, INC.** (the "Buyer"), a Florida corporation, and **TECO SOLUTIONS, INC.** (the "Seller"), a Florida corporation. The parties desire to effect the acquisition of the Seller by the Buyer through a merger of the Seller into the Buyer on the terms and conditions hereof. This Agreement is intended to be a "plan of reorganization" within the meaning of §368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

Accordingly, in consideration of good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 – THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the Florida Business Corporation Act, as amended (the "FBCA"), the Seller shall be merged with and into the Buyer (the "Merger"). The Merger shall occur at the Effective Time (as defined herein). Following the Merger, the Buyer shall continue as the surviving corporation (the "Surviving Corporation") and the separate corporate existence of the Seller shall cease.

1.2 Effective Time. As soon as practicable after satisfaction or waiver of all conditions to the Merger, the parties shall cause Articles of Merger (the "Articles of Merger") to be filed in accordance with Section 607.1105 of the FBCA and shall take all such further actions as may be required by law to make the Merger effective. The Merger shall be effective on December 31, 2014, as specified in the Articles of Merger (the "Effective Time").

1.3 Effects of the Merger. The Merger shall have the effects set forth in Section 607.1106 of the FBCA.

1.4 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Buyer, in each case as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation immediately after the Effective Time.

1.5 Directors and Officers. The directors and officers of the Buyer immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Treatment of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the Buyer or the Seller, all outstanding capital stock of the Seller shall be cancelled. All the outstanding capital stock of the Buyer shall not be affected by the merger.

1.7 Closing of Seller Transfer Books. At the Effective Time, the stock transfer books of the Seller shall be closed and no transfer of capital stock of the Seller shall thereafter be made. If, after the Effective Time, certificates representing shares of capital stock of the Seller are presented to the Surviving Corporation, they shall be cancelled.

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SECTION 2 – MISCELLANEOUS

2.1 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

2.2 Governing Law. This Agreement is governed by the laws of the State of Florida without regard to its conflict of law principles.

2.3 Binding Effect; No Assignment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not assignable without the prior written consent of the other party hereto.

2.4 Section Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

2.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first stated above.

TECO GEMSTONE, INC.



By: _____
Name: John B. Ramil
Title: President

TECO SOLUTIONS, INC.



By: _____
Name: Bruce Narzissenfeld
Title: President