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17 DEC 29 PM 4: 25

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FULLER & ASSOCIATES
ATTORNEYS AT LAW

BARRY J. FULLER
MEMBER FLORIDA AND CALIFORNIA BARS

December 28, 2017

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

RE: AA Propane Gas Company, Inc.
ED-GAR Leasing Company, Inc.
Document Numbers P94000022166 and P00000004747
Articles of Merger


Dear Sirs:

Enclosed herewith please find the following document:

- Article of Merger; and
- This firm's check in the amount of \$70.00 which represents the Filing Fee.

Thank you for your attention hereto. For further information concerning this matter, please call or email the undersigned.

Sincerely yours,


Terri Wegmann
Paralegal to Barry J. Fuller

BJF:tbw
Enclosures

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DIVISION OF CORPORATIONS
17 DEC 29 PM 4: 25

ARTICLES OF MERGER
(Profit Corporations)

FILED
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DIVISION OF CORPORATIONS
17 DEC 29 PM 4:25

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
AAPROPANE GAS COMPANY, INC.	FLORIDA	P94000022166

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
ED-GAR LEASING COMPANY, INC.	FLORIDA	P00000004747

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on DECEMBER 28, 2017.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on DECEMBER 28, 2017.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

AAPROPANE GAS COMPAN

✓ Edna F. Reel

EDNA F. DEEL

ED-GAR LEASING COMPANY

✓ Edna F. Reed

EDNA F. DEEL

**PLAN AND AGREEMENT OF MERGER AND REORGANIZATION
BY MERGER OF
ED-GAR LEASING COMPANY, INC., THE MERGING CORPORATION
WITH AND INTO
AAPROPANE GAS COMPANY, INC., THE SURVIVING CORPORATION**

This is a Plan and Agreement of Merger (Agreement) between **ED-GAR LEASING COMPANY, INC.**, a Florida corporation (the "Merging Corporation"), and **AAPROPANE GAS COMPANY, INC.**, Florida corporation (the "Surviving Corporation").

**ARTICLE I
PLAN OF MERGER**

1. ADOPTION OF PLAN. A plan of merger of **ED-GAR LEASING COMPANY, INC.** and **AAPROPANE GAS COMPANY, INC.**, pursuant to Florida Statutes § 607.1101, is adopted as follows:

1.1. MERGER. **ED-GAR LEASING COMPANY, INC.** shall be merged with and into **AAPROPANE GAS COMPANY, INC.**, to exist and be governed by the laws of the State of Florida.

1.2. NAME. The name of the Surviving Corporation shall be **AAPROPANE GAS COMPANY, INC.**

1.3. ED-GAR LEASING COMPANY, INC.; CESSATION OF EXISTENCE; LIABILITIES.

When this Agreement shall become effective, the separate corporate existence of **ED-GAR LEASING COMPANY, INC.** shall cease, and **AAPROPANE GAS COMPANY, INC.**, the Surviving Corporation, shall succeed, without other transfer, to all the rights and property of **ED-GAR LEASING COMPANY, INC.** and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

1.4. ED-GAR LEASING COMPANY, INC.; CESSATION OF EXISTENCE; ASSETS. The Surviving Corporation will carry on business with the assets of **ED-GAR LEASING COMPANY, INC.**, as well as with its own assets.

1.5. ED-GAR LEASING COMPANY, INC.; SURRENDER OF SHARES; EXCHANGE. The shareholders of **ED-GAR LEASING COMPANY, INC.** will surrender all of their shares in the manner hereinafter set forth. In exchange for the shares of **ED-GAR LEASING COMPANY, INC.** surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its Class A Common Nonvoting stock. The Surviving Corporation will amend its Articles of Incorporation as set forth below to provide for issuance of the shares of Class A Common Nonvoting stock to be used in the exchange.

1.6. AAPROPANE GAS COMPANY, INC. RETENTION OF EXISTING SHARES. The shareholders of **AAPROPANE GAS COMPANY, INC.** will retain their shares as shares of the Surviving Corporation.

1.7. ARTICLES OF INCORPORATION. Except as amended as provided in Subparagraph 1.6 above and in Subparagraph 1.8 below, the Articles of Incorporation of **AAPROPANE GAS COMPANY, INC.** shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

1.8. AMENDMENT OF ARTICLES; RECAPITALIZATION. The Article of Incorporation of **AAPROPANE GAS COMPANY, INC.** Shall be amended to provide for the issuance of two classes of common stock, being 2,000 shares of Class A Nonvoting Common stock, and 1,000 shares of Class B Voting Common stock.

1.2. EFFECTIVE DATE. The effective date of the merger (Effective Date) shall be the date when the Articles of Merger are filed by the Department of State.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.1. NONSURVIVOR. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, ED-GAR LEASING COMPANY, INC. represents and warrants to the Surviving Corporation as follows:

2.1.1. ED-GAR LEASING COMPANY, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

2.1.2. ED-GAR LEASING COMPANY, INC. has an authorized capitalization of \$1,000.00, consisting of 100 shares of common stock, each of \$10.00 par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

2.1.3. ED-GAR LEASING COMPANY, INC. has furnished the Surviving Corporation with all of its available financial records and statements. Such financial records and statements (i) are in accordance with the books and records of ED-GAR LEASING COMPANY, INC.; (ii) fairly present the financial condition of ED-GAR LEASING COMPANY, INC. as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of ED-GAR LEASING COMPANY, INC. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of ED-GAR LEASING COMPANY, INC. at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

2.1.4. All required federal, state, and local tax returns of ED-GAR LEASING COMPANY, INC. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. ED-GAR LEASING COMPANY, INC. has not been delinquent in the payment of any tax or assessment.

2.2. SURVIVOR. As a material inducement to ED-GAR LEASING COMPANY, INC. to execute this Agreement and perform its obligations under this Agreement, AA PROPANE GAS COMPANY, INC. represents and warrants to ED-GAR LEASING COMPANY, INC. as follows:

2.2.1. AAPROPANE GAS COMPANY, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

2.2.2. Prior to amendment of its Articles of Incorporation, AAPROPANE GAS COMPANY, INC. has an authorized capitalization of \$1,000.00, consisting of 100 shares of common stock, each of \$10.00 par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

2.2.3. Subsequent to amendment of its Articles of Incorporation, AAPROPANE GAS COMPANY, INC. will have authorized two classes of shares, namely, 2,000 shares of Class A Common Nonvoting stock, each of no par value, and 1,000 shares of Class B Common Voting stock, each of no par value.

2.2.4. Subsequent to amendment of its Articles of Incorporation and adoption of a Plan of Recapitalization, AAPROPANE GAS COMPANY, INC. will issue in exchange for its existing Common stock, 1,000 shares of Class A Nonvoting Common stock, and 500 shares of Class B, Voting Common stock.

2.3. SECURITIES LAW. The parties warrant and represent to each other that the shares of each corporation have not been registered under and are exempt from registration under state and federal securities laws, and that all shares are to be held for investment and not with a view to resale. All shareholders acknowledge that each will not attempt to transfer or otherwise dispose of shares unless they are so registered or an opinion of counsel satisfactory to

the corporation and its counsel, to the effect that the proposed transfer will not violate federal or state laws, is provided in advance in writing to AA PROPANE GAS COMPANY, INC.

ARTICLE 3 COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.1. INTERIM CONDUCT OF BUSINESS; LIMITATIONS. Except as limited by this Paragraph, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of AAPROPANE GAS COMPANY, INC., pending consummation of the merger, ED-GAR LEASING COMPANY, INC. shall not:

3.1.1. Declare or pay any dividend or make any other distribution on its shares.

3.1.2. Create or issue any indebtedness for borrowed money.

3.1.3. Enter into any transaction other than those involved in carrying on its ordinary course of business.

3.2. SUBMISSION TO SHAREHOLDERS. This Agreement shall be submitted to the shareholders of ED-GAR LEASING COMPANY, INC. for approval in the manner provided by the laws of the State of Florida. This Agreement shall not be submitted to the shareholders of AAPROPANE GAS COMPANY, INC. for approval because such approval is not required pursuant to Florida Statutes § 607.1103(7).

3.3. CONDITIONS PRECEDENT TO OBLIGATIONS OF ED-GAR LEASING COMPANY, INC. Except as may be expressly waived in writing by ED-GAR LEASING COMPANY, INC., all of the obligations of ED-GAR LEASING COMPANY, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by AAPROPANE GAS COMPANY, INC.:

3.3.1. The representations and warranties made by AAPROPANE GAS COMPANY, INC. to ED-GAR LEASING COMPANY, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If AAPROPANE GAS COMPANY, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to ED-GAR LEASING COMPANY, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from ED-GAR LEASING COMPANY, INC..

3.3.2. AAPROPANE GAS COMPANY, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

3.3.3. AAPROPANE GAS COMPANY, INC. shall have warranted to ED-GAR LEASING COMPANY, INC. that:

3.3.3.1. AAPROPANE GAS COMPANY, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged.

3.3.3.2. The execution, the delivery, and the performance of this Agreement by AAPROPANE GAS COMPANY, INC. has been duly authorized and approved by requisite corporate action of AAPROPANE GAS COMPANY, INC.

3.3.3.3. This Agreement and the instruments delivered to ED-GAR LEASING COMPANY, INC. under this Agreement have been duly and validly executed and delivered by AAPROPANE GAS COMPANY, INC. and constitute the valid and binding obligations of AA PROPANE GAS COMPANY, INC., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

3.3.3.4. AAPROPANE GAS COMPANY, INC. shall have delivered to ED-GAR LEASING COMPANY, INC. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.3.

3.3.3.5. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

3.3.3.6. All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for ED-GAR LEASING COMPANY, INC..

3.4. CONDITIONS PRECEDENT TO OBLIGATIONS OF AAPROPANE GAS COMPANY, INC.

Except as may be expressly waived in writing by AAPROPANE GAS COMPANY, INC., all of the obligations of AAPROPANE GAS COMPANY, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by ED-GAR LEASING COMPANY, INC.:

3.4.1. The representations and warranties made by ED-GAR LEASING COMPANY, INC. to AAPROPANE GAS COMPANY, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If ED-GAR LEASING COMPANY, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to AAPROPANE GAS COMPANY, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from AAPROPANE GAS COMPANY, INC.

3.4.2. ED-GAR LEASING COMPANY, INC. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

3.4.3. ED-GAR LEASING COMPANY, INC. shall have warranted to AAPROPANE GAS COMPANY, INC. that:

3.4.3.1. ED-GAR LEASING COMPANY, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged.

3.4.3.2. The execution, the delivery, and the performance of this Agreement by ED-GAR LEASING COMPANY, INC. has been duly authorized and approved by requisite corporate action of ED-GAR LEASING COMPANY, INC.

3.4.3.3. This Agreement and the instruments delivered to AAPROPANE GAS COMPANY, INC. under this Agreement have been duly and validly executed and delivered by ED-GAR LEASING COMPANY, INC. and constitute the valid and binding obligations of ED-GAR LEASING COMPANY, INC., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

3.4.3.4. ED-GAR LEASING COMPANY, INC. shall have delivered to AAPROPANE GAS COMPANY, INC. a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of ED-GAR LEASING COMPANY, INC. and certifying to the satisfaction of the conditions specified in this Paragraph 3.4.

3.4.3.5. No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

**ARTICLE 4
MANNER OF CONVERTING SHARES**

4.1. MANNER. The holders of shares of ED-GAR LEASING COMPANY, INC. shall surrender their shares to the Secretary of AAPROPANE GAS COMPANY, INC. promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

4.2. BASIS. For each share of the Common stock of ED-GAR LEASING COMPANY, INC., the shareholders of ED-GAR LEASING COMPANY, INC. shall be entitled to receive 1 share of Class A Nonvoting Common stock of AAPROPANE GAS COMPANY, INC. of no par value, and ½ share of Class B Voting Common stock, to be

distributed on the basis of [one] share for each share of common stock of ED-GAR LEASING COMPANY, INC.

4.3. SHARES OF SURVIVOR. The currently outstanding 100 shares of Common stock of AA PROPANE GAS COMPANY, INC., each of \$10.00 par value, shall be exchanged pursuant to Plan of Recapitalization, and there shall be issued and outstanding 1,000 shares of Class A Common Nonvoting stock, each of no par value, and 500 shares of Class B Common Voting stock, each of no par value.

ARTICLE 5 DIRECTORS AND OFFICERS

5.1. DIRECTORS AND OFFICERS OF SURVIVOR.

5.1.1. DIRECTORS. The present Board of Directors of AA PROPANE GAS COMPANY, INC. shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

5.1.2. OFFICERS. All persons who as of the Effective Date of the merger shall be executive or administrative officers of AA PROPANE GAS COMPANY, INC. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE 6 BYLAWS

6.1. BYLAWS OF SURVIVOR. The bylaws of AA PROPANE GAS COMPANY, INC., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7 INTERPRETATION AND ENFORCEMENT

9.1. FURTHER ASSURANCES. ED-GAR LEASING COMPANY, INC. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments reasonably requested. ED-GAR LEASING COMPANY, INC. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.2. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

9.3. CONTROLLING LAW. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

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IN WITNESS WHEREOF, this Agreement was executed on December 27, 2017.

ED-GAR LEASING COMPANY, INC.

By: *Edna F. Deel*
EDNA F. DEEL
President

ATTEST:

By: *Edna F. Deel*
EDNA F. DEEL
Secretary

ED-GAR LEASING COMPANY, INC.

By: *Edna F. Deel*
EDNA F. DEEL
President

ATTEST:

By: *Edna F. Deel*
EDNA F. DEEL
Secretary

**PLAN OF RECAPITALIZATION
OF
AAPROPANE GAS COMPANY, INC.**

The stockholders of AAPROPANE GAS COMPANY, INC., a Florida corporation (the "Corporation"), pursuant to a Meeting of the Stockholders of the Corporation held on December 27, 2017 have approved (the "Approval") the adoption of a plan for the recapitalization of the Corporation as hereinafter set forth (the "Plan of Recapitalization"). Pursuant to the Approval, the stockholders have also approved an Amended and Restated Certificate of Incorporation of the Corporation, a copy of which is attached hereto as Exhibit A (the "Amended and Restated Certificate") in accordance with this Plan of Recapitalization.

1. PRESENT CAPITALIZATION. The authorized capital of the Corporation is 100 shares of Common Stock with a par value of \$10.00 per share (the "Old Common Stock"), of which 100 shares of Common Stock are issued and outstanding.

2. PROPOSED PLAN OF RECAPITALIZATION.

2.1. Pursuant to the Amended and Restated Certificate, the Corporation will authorize the creation and issuance of 1,000 shares of Class A Nonvoting Common Stock with no par value (the "Class A Nonvoting Common Stock") and authorize the creation and issuance of 1,000 shares of Class B Nonvoting Common Stock with no par value (the "Class B Voting Common Stock"). The Class A Nonvoting Common Stock will have no voting rights, and the Class B Voting Common Stock will possess all voting rights.

2.2. Effective at 11:59 p.m. Eastern Daylight Time on the day the Amended and Restated Certificate is filed with the Secretary of State of the State of Florida, every one (1) share of the Company's outstanding Old Common Stock will be converted into and automatically become ten (10) shares of outstanding Class A Nonvoting Common Stock and five (5) shares of Class B Voting Common Stock.

3. PURPOSE OF THE PLAN. In the considered opinion of the Board of Directors and stockholders of the Corporation, the proposed Plan of Recapitalization will permit the Corporation to promote efficiency and economy in the management of the Corporation's business, and will also aid in better developing succession strategies for the Corporation. Such Plan will be to the advantage and the welfare of both the Corporation and the stockholders.

4. METHOD OF CARRYING OUT THE PLAN. The exchange, as outlined in this Plan of Recapitalization, will be completed immediately subsequent to the filing of the Amended and Restated Certificate in the office of the Secretary of State of Florida and the acceptance of such filing by the office of the Secretary of State of Florida.

5. CONDITIONS UPON WHICH THE PLAN WILL BECOME EFFECTIVE. This Plan of Recapitalization may be abandoned at any time by the Board of Directors if the Board of Directors determines, in its sole discretion, that the Plan of Recapitalization is not in the best interests of the Corporation.

IN WITNESS WHEREOF, AAPROPANE GAS COMPANY, INC., pursuant to authority duly given by its Board of Directors and Stockholders, has caused this Plan of Recapitalization to be duly adopted and signed by its President and Secretary this 27 day of December, 2017

AAPROPANE GAS COMPANY, INC.

By: Edna F. Deel
EDNA F. DEEL
President and Secretary