

P96000032510

Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H11000298758 3)))



H110002987583ABCB

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations  
Fax Number : (850) 617-6380

From:

Account Name : TECO ENERGY, INC.  
Account Number : 076424001012  
Phone : (813) 228-1431  
Fax Number : (813) 228-1328

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

MERGER OR SHARE EXCHANGE

TECO EnergySource, Inc.

Certificate of Status	1
Certified Copy	0
Page Count	04
Estimated Charge	\$78.75

RECEIVED

11 DEC 21 AM 8:11

TECO ENERGY, INC.  
TALLAHASSEE, FLORIDA

11 DEC 21 AM 11:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

APPROVAL  
AND  
FILED

Electronic Filing Menu

Corporate Filing Menu

Help

Mersee  
12/21/11  
TC

STATE OF FLORIDA  
ARTICLES OF MERGER  
OF  
TECO GAS SERVICES, INC.  
(a Florida corporation)  
INTO  
TECO ENERGYSOURCE, INC.  
(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 Gas Services, Inc. ("TGS"), a Florida corporation, will be merged with and into TECO EnergySource, Inc. ("TES"), a Florida corporation, and TES will be the surviving corporation.

**SECOND:** The attached Agreement and Plan of Merger dated as of December 16, 2011 pursuant to which TGS will be merged with and into TES was adopted by the board of directors and shareholders of TGS on December 16, 2011 and by the board of directors and shareholders of TES on December 16, 2011.

**THIRD:** All of the outstanding capital stock of TGS will be cancelled. The outstanding capital stock of TES will not be affected by the merger.

**FOURTH:** The merger shall become effective on January 1, 2012.

**IN WITNESS WHEREOF,** these Articles of Merger have been executed on behalf of TGS and TES by their respective authorized officers as of the 16 day of December, 2011.

**TECO GAS SERVICES, INC.**

By: Bruce Narzissenfeld  
Name: Bruce Narzissenfeld  
Title: President

**TECO ENERGYSOURCE, INC.**  
(Surviving corporation)

By: Sandra W. Callahan  
Name: Sandra W. Callahan  
Title: President

APPROVED  
AND  
FILED

11 DEC 21 AM 11:45  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(((H11000298758 3)))

**AGREEMENT AND PLAN OF MERGER**

**BETWEEN**

**TECO ENERGYSOURCE, INC.**

**AND**

**TECO GAS SERVICES, INC.**

---

---

**Dated as of December 16, 2011**

---

---

(((H11000298758 3)))

(((H11000298758 3)))

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER dated as of December 16, 2011 is between **TECO ENERGYSOURCE, INC.** (the "Buyer"), a Florida corporation, and **TECO GAS SERVICES, 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 I – 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 January 1, 2012, 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 Seller 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.

(((H11000298758 3)))

## 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 ENERGYSOURCE, INC.**

By: 

Name: Sandra W. Callahan

Title: President

**TECO GAS SERVICES, INC.**

By: 

Name: Bruce Narzissenfeld

Title: President