

Filing Fee: See Instructions

ID Number: 950788



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Division of Business Services
148 W. River Street
Providence, Rhode Island 02904-2615

2014 JUN 26 PM 12:48

ARTICLES OF MERGER OR CONSOLIDATION INTO

Energy Source, LLC

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of ☒ Merger or ☐ Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

- a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
Energy Source, LLC	Limited Liability Company	Rhode Island
MLRS FL, Inc.	Corporation	Florida

- b. The laws of the state under which each entity is organized permit such merger or consolidation.
- c. The full name of the surviving or new entity is Energy Source, LLC
which is to be governed by the laws of the state of Rhode Island
- d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)
- e. If the surviving entity's name has been amended via the merger, please state the new name:
- f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:
- g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

FILED

JUN 26 2014

By 207304
A.A. 12:48 p.m.

- b. Complete the following subparagraphs I and II only if the merging business corporation is a subsidiary corporation of the surviving corporation.

I) The name of the subsidiary corporation is _____

II) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) _____

- c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

.....
SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

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SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:
86 Sutton Street, Unit 1R, Providence, RI 02903

- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

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SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Energy Sources, LLC

Print Entity Name

By: _____

President

Name of person signing

Title of person signing

By: _____

Name of person signing

Title of person signing

MLRS FL, Inc.

Print Entity Name

By: _____

President

Name of person signing

Title of person signing

By: _____

Name of person signing

Title of person signing

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.

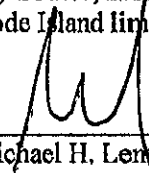
8. **Counterparts.** In order to facilitate the filing and recording of the Articles, this Merger Agreement may be executed in counterparts, each of which shall be deemed to be an original and together shall constitute a single, original agreement.

[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



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:

A. RALPH MOLLIS

Secretary of State

