483709

DARBY, PEELE, BOWDOIN & PAYNE
A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS
ATTORNEYS AT LAW

HERBERT F. DARBY, P. A.
S. AUSTIN PEELE, P. A.
W. RODERICK BOWDOIN, P. A.
M. BLAIR PAYNE
THOMAS J. KENNON, III
TERESA BYRD MORGAN

327 NORTH HERNANDO STREET
POST OFFICE DRAWER 1707
LAKE CITY, FLORIDA 32056
TELEPHONE (904) 752-4120

December 20, 1996

3850.03-95-513

Corporate Records Bureau
Division of Corporations
Secretary of State
Post Office Box 6327
Tallahassee, Florida 32314

Gentlemen:

Enclosed is original and copy of Articles of Merger between Industrial Marine Painting Corporation and Industrial Painting Corporation, with Industrial Painting Corporation to be the surviving corporate entity.

Please file the original Articles of Merger, certify the copy and return the certified copy to us. Our check in the sum of $122.50 to cover the filing fee and cost of the certified copy is also enclosed.

Thank you.

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-12/27/96--01090--007
****122.50 ****122.50

Very truly yours,

S. Austin Peele
For the Firm

SAP/wh
Enclosures
cc: Mr. H. A. Buie, Sr.
Mr. H. A. Buie, Jr.

FILED
96 DEC 27 AM 9:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SH 1/21

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

January 9, 1997

S. Austin Peele
Darby, Peele, Bowdoin & Payne
P.O. Drawer 1707
Lake City, FL 32056

SUBJECT: INDUSTRIAL MARINE PAINTING CORPORATION
Ref. Number: 635609

We have received your document for INDUSTRIAL MARINE PAINTING CORPORATION and your check(s) totaling $122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6908.

Steven Harris
Corporate Specialist

Letter Number: 497A00001136

DARBY, PEELE, BOWDOIN & PAYNE
A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS
ATTORNEYS AT LAW

HERBERT F. DARBY, P.A.
S. AUSTIN PEELE, P.A.
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327 NORTH HERNANDO STREET
POST OFFICE DRAWER 1707
LAKE CITY, FLORIDA 32056
TELEPHONE (904) 752-4120

January 13, 1997

Division of Corporations
Florida Department of State
Post Office Box 6327
Tallahassee, Florida 32314

Re: INDUSTRIAL MARINE PAINTING CORPORATION
Ref. Number: 635609

Gentlemen:

Enclosed is original and copy of Articles of Merger to which has been attached the Plan of Merger as Exhibit "B" thereto.

We apologize for the oversight in neglecting to attach this to the Articles of Merger when originally filed. Please file them, certify the copy and return it to us at your early convenience.

Thank you.

Very truly yours,

S. Austin Peele wh

S. Austin Peele
For the Firm

SAP/wh
Enclosures

RECEIVED
97 JAN 17 PM 2:27
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
Merger Sheet

MERGING:

INDUSTRIAL MARINE PAINTING CORPORATION, a Florida corporation, 635609

INTO

INDUSTRIAL PAINTING CORPORATION, a Florida corporation, 483709

File date: December 27, 1996, effective December 31, 1996

Corporate Specialist: Steven Harris

EFFECTIVE DATE
12-31-96

FILED
96 DEC 27 AM 9:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
INDUSTRIAL MARINE PAINTING CORPORATION, a Florida corporation
INDUSTRIAL PAINTING CORPORATION, a Florida corporation

THESE ARTICLES OF MERGER between INDUSTRIAL MARINE PAINTING CORPORATION, and INDUSTRIAL PAINTING CORPORATION, both Florida corporations, made effective the day herein specified:

W I T N E S S E T H:

WHEREAS, pursuant to *Fla. Stat.* §607.1105, INDUSTRIAL MARINE PAINTING CORPORATION and INDUSTRIAL PAINTING CORPORATION adopt the following Articles of Merger:

1. The Agreement and Plan of Merger was duly approved by and recommended to the shareholders by the Board of Directors of each of the corporations by appropriate action taken on December 16, 1996.

2. The Agreement and Plan of Merger dated December 16, 1996, between INDUSTRIAL MARINE PAINTING CORPORATION and INDUSTRIAL PAINTING CORPORATION was approved by the shareholders of each corporation by written unanimous consent of said shareholders as shown on Exhibits A-1 and A-2 attached hereto and incorporated herein by reference.

3. Pursuant to the Plan of Merger, all issued and outstand- ing shares of the common capital stock of INDUSTRIAL MARINE PAINTING CORPORATION will be acquired by means of a merger of INDUSTRIAL MARINE PAINTING CORPORATION into INDUSTRIAL PAINTING CORPORATION, and INDUSTRIAL PAINTING CORPORATION will be the surviving corporation.

4. The Plan of Merger is attached hereto as Exhibit "B" and incorporated by reference herein as if fully set forth.

5. Pursuant to *Fla. Stat.* §607.1105(1)(b), the date and time of the effectiveness of the merger shall be December 31, 1996.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger this 19 day of December, 1996.

INDUSTRIAL MARINE PAINTING CORPORATION	INDUSTRIAL PAINTING CORPORATION
By: H. A. Buie, Jr., President	By: H. A. Buie, Jr., President
(CORPORATE SEAL)	(CORPORATE SEAL)

UNANIMOUS CONSENT OF SHAREHOLDERS
OF INDUSTRIAL PAINTING CORPORATION
TO PLAN OF MERGER

The undersigned, as the sole shareholder of INDUSTRIAL PAINTING CORPORATION ("the Company") unanimously agrees, adopts, consents to and otherwise approves the following:

1. The Plan of Merger attached hereto as Exhibit "A" between the Company and INDUSTRIAL MARINE PAINTING CORPORATION, in accordance with its terms and conditions;

2. The actions of the Board of Directors of the Company in approving and adopting the necessary plan and authorizing execution of the Agreement of Merger and delivery and implementation of the Agreement and Plan of Merger;

3. The authorization to the appropriate officers of the Company to execute such agreements of merger, articles of merger, and other documents or instruments necessary to effectuate the merger in accordance with the terms stated in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the undersigned, as the sole shareholder of INDUSTRIAL PAINTING CORPORATION, has executed the foregoing statement of consent for the purposes stated therein as of the 16 day of December, 1996.

H. A. (AL) BUIE, JR.

EXHIBIT "A-1"

UNANIMOUS CONSENT OF SHAREHOLDERS OF INDUSTRIAL MARINE PAINTING CORPORATION TO PLAN OF MERGER

The undersigned, as the sole shareholder of INDUSTRIAL MARINE PAINTING CORPORATION ("the Company") unanimously agrees, adopts, consents to and otherwise approves the following:

1. The Plan of Merger attached hereto as Exhibit "A" between the Company and INDUSTRIAL PAINTING CORPORATION, in accordance with its terms and conditions;

2. The actions of the Board of Directors of the Company in approving and adopting the necessary plan and authorizing execution of the Agreement of Merger and delivery and implementation of the Agreement and Plan of Merger;

3. The authorization to the appropriate officers of the Company to execute such agreements of merger, articles of merger, and other documents or instruments necessary to effectuate the merger in accordance with the terms stated in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the undersigned, as the sole shareholder of INDUSTRIAL MARINE PAINTING CORPORATION, has executed the foregoing statement of consent for the purposes stated therein as of the 16 day of December, 1996.

H. A. (AL) BUIE, JR.

Exhibit "A-2"

SAL/wh
3.80-7838
12/16/96

AGREEMENT AND PLAN OF MERGER
(INDUSTRIAL MARINE PAINTING CORPORATION AND INDUSTRIAL PAINTING CORPORATION)

This Agreement and Plan of Merger dated December 16, 1996, by and between INDUSTRIAL MARINE PAINTING CORPORATION, a Florida corporation, (herein "Marine") and INDUSTRIAL PAINTING CORPORATION, a Florida corporation, (herein "IPC"), both of whose principal offices are located in Lake City, Columbia County, Florida, and both of whose mailing addresses are Post Office Box 541, Lake City, Florida 32056-0541;

W I T N E S S E T H:

WHEREAS, the parties desire that Marine be merged into IPC, ("the Merger") with IPC being the surviving corporation, all as more particularly set forth hereinafter; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties agree as follows:

1. The plan of merger between the parties is as follows and is incorporated herein by reference:

PLAN OF MERGER

This plan of merger is between Industrial Marine Painting Corporation, a Florida corporation, ("Disappearing Corporation") and Industrial Painting Corporation, a Florida corporation ("Surviving Corporation") and is being effected pursuant to this plan of merger ("the Plan") in accordance with Florida Statutes §607.1101, _et seq_., of the Florida Business Corporation Act ("the Act").

1. The Articles of Incorporation of Surviving Corporation as previously amended and in effect immediately prior to the effective date of the Merger ("the Effective Date") shall, without any changes, be the Articles of Incorporation from and after the Effective Date until further amended as permitted by law.

2. Upon the Effective Date, each ten (10) shares of Disappearing Corporation's common stock issued and outstanding at that time shall be converted into and exchanged for one (1) share

of the common stock of Surviving Corporation in accordance with the Plan. Each share of Surviving Corporation's common stock issued and outstanding on this Effective Date shall continue as outstanding shares of Surviving Corporation.

3. All shares of Surviving Corporation stock into which shares of Disappearing Corporation stock shall have been converted and become exchanged with, pursuant to the Plan, shall be deemed to have been paid in full satisfaction of such converted shares, provided no fractional shares will be issued. Former holders of stock of Disappearing Corporation who would be entitled to receive fractional shares of stock of Surviving Corporation on the Effective Date shall receive, in lieu thereof, cash payment based upon the current book value of Disappearing Corporation's stock on the Effective Date.

4. On the Effective Date, the separate existence of Disappearing Corporation shall cease and Surviving Corporation shall be fully vested in Disappearing Corporation's rights, privileges, immunities, powers and franchises, and subject to its restrictions, liabilities, disabilities and duties as more particularly set forth by law.

5. If, at any time after the Effective Date, the Surviving Corporation has determined that any further conveyances, agreements, documents, instruments and assurances, or any further action, is necessary or desirable to carry out the provisions of the Plan, the appropriate officers of Surviving Corporation or Disappearing Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of Surviving Corporation, any and all proper conveyances, agreements, documents, instruments and assurances, and perform all necessary or proper acts to vest, perfect, confirm or record such title thereto in Surviving Corporation, or to otherwise carry out the provisions of the Plan.

6. Upon closing, as provided in the agreement of merger of which the Plan is a part, Disappearing Corporation and Surviving Corporation shall cause their respective presidents to execute Articles of Merger in form required by law, and upon such execution, the Plan shall be deeded incorporated by reference into the articles of merger as fully as if set forth therein and shall become an exhibit to such articles of merger. Thereafter, such articles of merger shall be delivered for filing by Surviving Corporation to the Florida Department

of State. In accordance with Section 607.1105 of the Act, the articles of merger shall specify an effective date, which shall be December 31, 1996.

7. Any of the terms or conditions of the Plan may be waived, amended or modified in whole or in part at any time by appropriate action by either or both of the parties, as may be otherwise required by law, so long as the same is in accordance with law. At any time before the effective date, the Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both of the parties, notwithstanding favorable action by the shareholders of the parties.

2. Closing shall take place at Lake City, Florida, on December 17, 1996, (the "Closing Date") or at such other time or date as may be mutually agreed upon by the parties. Closing shall be consummated by the executive and acknowledgment by the parties of articles of merger in accordance with the provisions of *Fla. Stat.* §3607.1105 and other applicable law. The articles of merger shall be delivered for filing to the Florida Department of State as promptly as possible after closing.

3. The parties are fully informed as to the capital structure, ownership of the shares, organization and good standing of both Marine and IPC. Each represents to the other that the execution, delivery and performance of this agreement has been duly and validly authorized by all requisite corporate action, and this agreement has been duly and validly executed and delivered and is a legal and binding obligation of each of the parties, enforceable in accordance with its terms.

4. The parties agree that, pending closing, the business of both Marine and IPC shall be conducted only in the ordinary course, consistent with past business practices, and each party shall make available to the other all records pertaining to their respective business activities.

5. At closing, IPC shall assume, perform and be bound by all outstanding obligations and contracts of Marine and shall discharge the same in accordance with their respective terms and conditions. All applicable taxes, rental payments, and other expenses and revenues of the business activities of the parties shall be prorated at the Closing Date.

6. At closing, Marine shall deliver to IPC all necessary documents rquired to consummate the merger, including delivery of stock certificates representing all outstanding common stock of Marine, duly endorsed in blank or accompanied by duly executed stock powers with all requisite transfer tax stamps attached, which shall be subsequently cancelled. Marine shall execute and deliver such other and further documents at closing, or thereafter, as may be necessary or required to carry out the intent and purpose of this agreement.

7. This agreement constitutes the entire agreement between the parties and embodies all terms and conditions agreed upon between them with reference to the subject matter and supersedes all previous agreements, representations and communications between the parties, whether written or oral. This agreement may not be assigned by either part without the express consent of the other.

8. This agreement shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this agreement the date and year first above written.

Signed, sealed and delivered in the presence of:

Lisa Stewart
Witness
LISA STEWART
(Type or Print Name)

Margie D Buie
Witness
MARGIE D BUIE
(Type or Print Name)

Witnesses as to Industrial Marine Painting Corporation

INDUSTRIAL MARINE PAINTING CORPORATION

By: ____________________
President

(CORPORATE SEAL)

Signed, sealed and delivered

Lisa Stewart
Witness
LISA STEWART
(Print or Type Name)

Margie D. Buie
Witness
MARGIE D BUIE
(Print or Type Name)

Witneses as to Industrial Painting Corporation.

INDUSTRIAL PAINTING CORPORATION

By: ____________________
President

(CORPORATE SEAL)