

# P04384

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## MERGER OR SHARE EXCHANGE

### Okeelanta Corporation

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**ARTICLES OF MERGER**  
**FLORIDA CRYSTALS REFINERY, INC.**  
**(a Florida corporation)**

**WITH AND INTO**  
**OKEELANTA CORPORATION**  
**(a Delaware corporation)**

Pursuant to the provisions of 607.1105 and 607.1107 of the Florida Business Corporation Act, these Articles of Merger provide as follows:

**ARTICLE I**  
**Name of Surviving Corporation**

The names and states of incorporation of the corporations, which are parties to the merger (the "Merger"), are:

Name:  
Florida Crystals Refinery, Inc.  
Okeelanta Corporation

State of Incorporation:  
Florida  
Delaware

Okeelanta Corporation shall be the surviving corporation.

**ARTICLE II**  
**Plan of Merger**

The Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A.

**ARTICLE III**  
**Approval of the Plan of Merger**

The Shareholders of Okeelanta Corporation adopted and approved the Plan of Merger in accordance with Delaware law on March 31, 2008.

The Shareholders of Florida Crystals Refinery, Inc. adopted and approved the Plan of Merger in accordance with Florida law on March 31, 2008.

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ARTICLE IV  
Effective Date of the Merger


These Articles of Merger shall become effective on March 31, 2008.

Dated this 31<sup>st</sup> day of March 2008.

FLORIDA CRYSTALS REFINERY, INC.

OKEELANTA CORPORATION

By:   
Name: Armando A. Tabernilla  
Title: Vice President

By:   
Name: Armando A. Tabernilla  
Title: Vice President

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**EXHIBIT "A"**  
**PLAN AND AGREEMENT OF MERGER**  
**OF**  
**FLORIDA CRYSTALS REFINERY, INC.**  
**a Florida Corporation**  
**INTO**  
**OKEELANTA CORPORATION,**  
**a Delaware Corporation**

THIS PLAN AND AGREEMENT OF MERGER ("Plan of Merger") is entered into as of the 31st day of March, 2008 by and between FLORIDA CRYSTALS REFINERY, INC., a Florida corporation (the "Merging Entity"), and OKEELANTA CORPORATION, a Delaware corporation (the "Surviving Entity").

**WITNESSETH:**

WHEREAS, the Merging Entity is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Surviving Entity is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the laws of the State of Florida and the State of Delaware permit a merger of a Florida corporation with and into a Delaware corporation;

WHEREAS, the Shareholders and Board of Directors of the Merging Entity deem it advisable and in the best interest of the Merging Entity that the Merging Entity merge with and into the Surviving Entity pursuant to the laws of Florida and Delaware;

WHEREAS, the Shareholders and Board of Directors of the Surviving Entity deem it advisable and in the best interest of the Surviving Entity, that the Merging Entity merge with and into the Surviving Entity pursuant to the laws of Florida and Delaware.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Plan of Merger, and in order to consummate this transaction described above, the Merging Entity and the Surviving Entity agree as follows:

1. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged into the Surviving Entity, as a single corporation, upon the terms and conditions of this Plan of Merger, and that the Surviving Entity shall continue under the laws of the State of Delaware as the surviving corporation and they further agree as follows:

a. The purposes, the registered agent, and the address of the registered office of the Surviving Entity shall be as appears in the Certificate of

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Incorporation as amended of the Surviving Entity as on file with the office of the Secretary of State of the State of Delaware on the date of this Plan of Merger. From and after the Effective Date (as defined below), and until further amended, altered, or restated as provided by law, the Certificate of Incorporation separate and apart from this Plan of Merger shall be and may be separately certified as the Certificate of Incorporation of the Surviving Entity.

b. The Bylaws of the Surviving Entity in effect on the effective date, if any, shall be the Bylaws of the Surviving Entity until it shall be altered, amended, or replaced or until new Bylaws are adopted as provided therein.

c. The officers and Board of Directors of the Surviving Entity shall be the officers and Board of Directors of the Surviving Entity on the Effective Date.

2. The effective date for all purposes herein of the merger of the Merging Entity with and into the Surviving Entity shall be March 31, 2008 (the "Effective Date" of the merger).

3. On the Effective date, (i) there will be no change in the ownership interests of the Surviving Entity; and (ii) all of the issued and outstanding shares of capital stock of the Merging Entity held by the holder of such capital stock, shall, by virtue of the Merger and without any action on the part of the respective holder, become and be converted into the right to receive in consideration of the holder's interest, one (1) share of Class A common stock of the Surviving Entity (the "Merger Consideration").

4. On the Effective Date, the transfer books of the Merging Entity shall be closed and no transfer of shares of common stock shall be made or consummated thereafter.

5. Prior to and on the Effective Date, the Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the officers and directors of the Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Plan of Merger.

6. On and after the Effective Date, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Entity; all debts due to the Merging Entity of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise

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vested in the Merging Entity shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. The principal office of the Surviving Entity shall be One North Clematis Street, Suite 200, West Palm Beach, Florida 33401.

8. This Plan of Merger embodies the entire Plan of Merger between the parties with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Plan of Merger.

9. This Plan of Merger shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Plan of Merger, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Plan of Merger.

10. This Plan of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.