

465818

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
SEACOR TANKERS INC.

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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
465818 Seabulk Energy Carriers, Inc.	Florida	Corporation
SEACOR Tankers Inc.	Delaware	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SEACOR Tankers Inc.	Delaware	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:
at 11:58 p.m. on December 31, 2013

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

160 Greentree Drive, Suite 101

Dover, DE 19904

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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TALLAHASSEE, FLORIDA

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Seabulk Energy Carriers, Inc.		Eric Fabrikant, President
SEACOR Tankers Inc.		Eric Fabrikant, CEO

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General Partnerships:

Signature of a general partner or authorized person.

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 31, 2013, is entered into by and between SEACOR Tankers Inc., a Delaware corporation (the "Company"), and each of those companies listed on Schedule 1 hereto which have executed this Agreement (collectively, the "Targets", and each individually, a "Target").

WHEREAS, the parties hereto seek to merge the Targets with and into the Company with the Company as the surviving company, on the terms and subject to the conditions set forth herein (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Title 8, Sections 251, 252, 263 and 264 of the Delaware General Corporation Law (the "DGCL"), Title 6, Section 18-209 of the Delaware Limited Liability Company Act and Title 6, Section 17-211 of the Delaware Limited Partnership Act (collectively, the "Delaware Acts"), and Section 607.1108 of the Florida Business Corporation Act (the "Florida Act"), the Targets shall be merged with and into the Company at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of the Targets shall cease, and the Company shall continue as the surviving company (the "Surviving Company"). The effects and consequences of the Merger shall be as set forth in this Agreement, the Delaware Acts and the Florida Act.

2. Effective Time. Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) a certificate of merger (the "Delaware Certificate of Merger") with the Secretary of State of the State of Delaware complying with Title 8, Sections 251, 252, 263 and 264 of the Delaware General Corporation Law, Title 6, Section 18-209 of the Delaware Limited Liability Company Act and Title 6, Section 17-211 of the Delaware Limited Partnership Act and (ii) articles of merger (the "Florida Articles of Merger") with the Secretary of State of the State of Florida complying with Section 607.1108 of the Florida Business Corporation Act with respect to the Merger. The Merger shall become effective at 11:58 p.m. on December 31, 2013 (the "Effective Time").

3. Effects of Merger. The Merger shall have the effects set forth in the Delaware Acts and the Florida Act, including without limitation Title 8, Sections 251, 252, 263 and 264 of the Delaware General Corporation Law, Title 6, Section 18-209 of the Delaware Limited Liability Company Act, Title 6, Section 17-211 of the Delaware Limited Partnership Act and Section 607.1108 of the Florida Business Corporation Act. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties (whether real, personal or mixed), rights, privileges and powers of the Targets shall vest in the Company, as the Surviving Company, and (ii) all debts, liabilities, obligations and duties of the Targets shall become the debts, liabilities, obligations and duties of the Company, as the Surviving Company.

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4. Organizational Documents. The bylaws and the certificate of incorporation of the Company in effect at the Effective Time shall be the bylaws and the certificate of incorporation of the Surviving Company until thereafter amended as provided therein or by the Delaware General Corporation Law.

5. Officers. The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Company from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the bylaws and certificate of incorporation of the Company or as otherwise provided by the Delaware General Corporation Law.

6. Cancellation of Equity Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Company or the Targets, each unit of stock, each membership interest and each partnership interest, as applicable, in each Target issued and outstanding immediately prior to the Effective Time will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefore. Each unit of stock of the Company issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

7. Entire Agreement. This Agreement together with the Delaware Certificate of Merger and the Florida Articles of Merger constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect

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any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Further Assurances. If at any time at or after the effective date of this Agreement, any of the parties shall consider or be advised that any other instrument of conveyance or transfer, assignment or assurance or other documentation or the taking of any other act is necessary, desirable or proper to vest, perfect or confirm the Merger, the parties agree to execute and deliver all such instruments, assignments, assurances and documents to do all things necessary, desirable or proper to vest, perfect or confirm the Merger and otherwise to carry out the purposes of this Agreement.

* * * * *

[Signature page follows]

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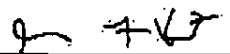
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TALLAHASSEE, FLORIDA

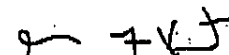
SEABULK ENERGY CARRIERS, INC.

By: 
Name: Eric Fabrikant
Title: President

**LIGHTSHIP LIMITED PARTNER HOLDINGS,
LLC**

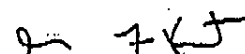
By: 
Name: Eric Fabrikant
Title: President

LIGHTSHIP TANKER HOLDINGS, LLC

By: 
Name: Eric Fabrikant
Title: President

LIGHTSHIP PARTNERS, L.P.

By: Lightship Tanker Holdings, LLC,
its General Partner

By: 
Name: Eric Fabrikant
Title: President

[Signature Page to Agreement and Plan of Merger - SEACOR Tankers Inc. and Targets]

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Schedule 1

1. Delaware Tanker Holding I Inc.
2. Delaware Tanker Holding II Inc.
3. Delaware Tanker Holding III Inc.
4. Delaware Tanker Holding IV Inc.
5. Delaware Tanker Holding V Inc.
6. Seabulk Energy Carriers, Inc.
7. Lightship Limited Partner Holdings, LLC
8. Lightship Tanker Holdings, LLC
9. Lightship Partners, L.P.

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