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EFF. DATE
12/31/08

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
TransMontaigne Product Services Inc.	Delaware	N/A

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> <small>(if known/ applicable)</small>
TransMontaigne Marine Group Inc.	Florida	123155

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on _____

The Plan of Merger was adopted by the board of directors of the surviving corporation on December 14, 2008 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 18, 2008

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

FILED - 12/20/06 C T SYSTEM ONLINE

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

TransMontaigne Marine

ENBA

Erik B. Carlson, Executive Vice President

Group Inc.

TransMontaigne Product

EMBL

Erik B. Carlson, Executive Vice President

Services Inc.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and effective as of December 18, 2008, between TransMontaigne Product Services Inc., a Delaware corporation (the "Acquirer"), and TransMontaigne Marine Group Inc., a Florida corporation (the "Company").

RECITALS:

WHEREAS, Acquirer is wholly owned by TransMontaigne Inc., a Delaware corporation ("Acquirer Parent").

WHEREAS, Company is wholly owned by Acquirer.

WHEREAS, Acquirer Parent and Acquirer desire to merge the Company with and into the Acquirer (the "Merger") with the Acquirer continuing as the surviving corporation of the Merger.

WHEREAS, the Merger is intended to qualify as a reorganization for federal income tax purposes under Section 332 of the Internal Revenue Code of 1986, as amended.

AGREEMENT:

In consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I DEFINED TERMS

1.1 Definitions. The following terms, as used herein, have the following meanings:

"DOCL" means the Delaware General Corporation Law.

"FBCA" means the Florida Business Corporation Act.

"Governmental Authority" means any nation or country (including the United States of America) and any state, commonwealth, territory or possession of the United States of America), any political subdivision thereof (including counties, municipalities, home-rule cities and the like), and any agency, authority or instrumentality of any of the foregoing, including, without limitation, any court, tribunal, department, bureau, commission or board.

"Legal Requirement" means any constitution, statute, ordinance, code, or other law (including common law), rule, regulation, order, notice, standard, procedure or other requirement enacted, adopted, applied or issued by any Governmental Authority, including, without limitation, judicial decisions applying or interpreting any such Legal Requirement.

"Person" means an individual, partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, unincorporated organization or Governmental Authority.

ARTICLE II ACQUISITION AND SALE OF PURCHASED ASSETS

2.1 Agreement to Merge. Subject to the terms and conditions of this Agreement, on the Closing Date, the Company shall merge with and into the Acquirer at the Effective Time. The parties shall cause Articles of Merger (the "Articles of Merger") to be properly executed and filed on the Closing Date with the Secretary of State of the State of Delaware and Articles of Merger to be properly executed and filed on the Closing Date with the Secretary of State of the State of Florida, and shall make all other filings required by the relevant provisions of applicable Legal Requirements to effect the Merger. The "Effective Time" shall be the time at which the Articles of Merger becomes effective as specified thereon, which shall be December 31, 2008 at 11:59:59 p.m.

2.2 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the DGCL and the FBCA. Subject to the foregoing, from and after the Effective Time, the Surviving Corporation (as defined below) shall possess and be vested with all rights, privileges, immunities, powers and franchises and be subject to all the obligations, restrictions, disabilities, liabilities, debts and duties of the Company and the Acquirer. From and after the Effective Time, the separate corporate existence of the Company shall cease and the Acquirer shall continue as the surviving corporation in the Merger (the Acquirer, as the surviving corporation in the Merger, sometimes being referred to herein as the "Surviving Corporation"). The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of either the Company or Acquirer in order to carry out and effectuate the transactions contemplated by this Agreement.

2.3 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of Acquirer as in effect immediately prior to the Effective Time shall be the certificate of incorporation and bylaws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with applicable law.

2.4 Directors and Officers. The directors and officers of the Acquirer serving in those positions immediately prior to the Effective Time shall become the directors and officers of the Surviving Corporation in each case until their respective successors are duly elected or appointed and qualified, or until the earlier of their death, resignation, or removal.

2.5 Effect on Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any Person, each share of common stock of the Company, \$0.01 par value, shall be immediately cancelled without further action and without any consideration.

2.6 Closing. The closing of the transactions contemplated hereby (the "Closing") shall be held at the offices of TransMontaigne Inc. at 9:00 a.m., local time on December 31, 2008. The date upon which the Closing occurs is hereinafter referred to as the "Closing Date."

ARTICLE III MISCELLANEOUS

3.1 Entire Agreement, Amendments and Waivers. This Agreement, including the Schedules and Exhibits attached hereto, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

3.2 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

3.3 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) the same with the same force and effect as if such facsimile signature page were an original thereof.

3.4 Captions; Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" is used in an illustrative sense and, therefore, does not limit the preceding words or terms.

3.5 Governing Law. This Agreement will be governed by and construed in accordance with the domestic laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would ease the application of the laws of any other jurisdiction.

3.6 Parties in Interest. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any Person other than the parties to this Agreement, and their successors or permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in such Person being deemed a third-party beneficiary hereof.

3.7 Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

unenforceability without invalidating the remaining provisions hereof, and any such prohibition or enforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, each party hereby waives any provision of law that renders any such provision prohibited or unenforceable in any respect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ACQUIRER:

TransMontaigne Product Services Inc.

By: EMB

Name: Erik B. Carlson

Its: Executive Vice President

COMPANY:

TransMontaigne Marine Group Inc.

By: EMB

Name: Erik B. Carlson

Its: Executive Vice President

[Signature Page to Agreement and Plan of Merger]