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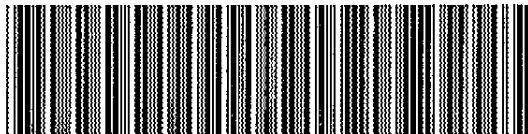
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9/30/03

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Timothy K. Lowe*
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Admitted to Practice Law
Kentucky,* Tennessee,*†
Virginia† & West Virginia†

VIA OVERNIGHT MAIL

September 18, 2003

Ms. Annette Ramsey
Florida Department of State
Amendment Section
409 E. Gaines Street
Tallahassee, FL 32399

RE: Articles of Merger and Plan of Merger by and between KRT Holdings, Inc., a Delaware corporation, and Kanawha River Terminals, Inc., a Florida corporation

Dear Ms. Ramsey:

Enclosed you will find a fully executed original of the Articles of Merger and the Plan of Merger by and between the companies previously listed. Also enclosed is the filing fee of \$70.00 for the merger of two corporations plus \$8.75 for a certified copy of merger. Please return the certified copy of merger to the following address:

J. Randall Brooks, Jr.
Timothy K. Lowe, P.C.
415 Broad Street, Suite 650
Kingsport, TN 37660

Thank you for your time and attention. Please do not hesitate to contact me should you have any questions or need any additional information.

Very truly yours,

TIMOTHY K. LOWE, P.C.

By: 
J. Randall Brooks, Jr.

jc

File no: 0726

Enclosures

EFFECTIVE DATE
9/30/03

ARTICLES OF MERGER
OF
KRT HOLDINGS, INC.
WITH AND INTO
KANAWHA RIVER TERMINALS, INC.

FILED
03 SEP 19 PM 4:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Fla. Stat. §§ 607.1104, 607.1105, and 607.1107, and 8 Del. C. §§ 141, 228, and 253, KRT Holdings, Inc., a Delaware corporation (hereinafter referred to as the "Merging Corporation" or the "Parent Corporation"), and Kanawha River Terminals, Inc., a Florida corporation (sometimes hereinafter referred to as the "Surviving Corporation" or the "Subsidiary Corporation") adopt the following Articles of Merger:

1. Attached hereto as Exhibit A and incorporated herein by reference is the Agreement and Plan of Merger (the "Plan of Merger") by which the Parent Corporation is to be merged with and into the Subsidiary Corporation.

2. Pursuant to 8 Del C. § 253 and Fla. Stat. § 607.1104, the shareholders of the Parent Corporation approved the Plan of Merger of the Parent Corporation with and into the Subsidiary Corporation by unanimous written consent in lieu of a meeting dated September 8, 2003. Pursuant to Fla. Stat. § 607.1104(1)(a), the approval of the shareholders of the Subsidiary Corporation was not required in that all of the outstanding shares of the Subsidiary Corporation is wholly owned by the Parent Corporation.

3. Pursuant to Fla. Stat. § 607.1105(1)(d), the Board of Directors of the Surviving Corporation adopted the Articles and Plan of Merger on or about September 8, 2003 and the Board of Directors of the Merging Corporation adopted the Articles and Plan of Merger on or about September 8, 2003.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, pursuant to approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these Articles of Merger to be executed by their duly authorized officers on this the 8th day of September, 2003.

KANAWHA RIVER TERMINALS, INC.

By: [Signature]
Frank A. Schiller, Secretary

Date: 9-8-03

KRT HOLDINGS, INC.

By: [Signature]
Frank A. Schiller, Secretary

Date: 9-08-03

STATE OF NORTH CAROLINA
COUNTY OF Wake

On this 8th day of September 2003, before me, Sarah C. Nelson, a Notary Public in and for said County and State, personally appeared Frank A. Schiller, to me known, or proved to me on the basis of satisfactory evidence, to be the person who executed the foregoing instrument and acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Secretary of Kanawha River Terminals, Inc., a corporation organized and existing under the laws of the State of Florida, and is authorized to execute this instrument on behalf of said corporation.

Given under my hand and official seal on this the 8th day of September 2003.

Sarah C. Nelson
Notary Public

My commission expires: August 14, 2005.

STATE OF NORTH CAROLINA
COUNTY OF Wake

On this 8th day of September 2003, before me, Sarah C. Nelson, a Notary Public in and for said County and State, personally appeared Frank A. Schiller, to me known, or proved to me on the basis of satisfactory evidence, to be the person who executed the foregoing instrument and acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Secretary of KRT Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware, and is authorized to execute this instrument on behalf of said corporation.

Given under my hand and official seal on this the 8th day of September 2003.

Sarah C. Nelson
Notary Public

My commission expires: August 14, 2005.

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the _____ day of _____ 2003, by and between KANAWHA RIVER TERMINALS, INC., a Florida corporation (the "Surviving Corporation"), and KRT HOLDINGS, INC., a Delaware corporation (the "Merging Corporation").

WITNESSETH:

WHEREAS, the respective Boards of Directors of the Surviving Corporation and the Merging Corporation have adopted resolutions declaring advisable the proposed merger of the Merging Corporation into the Surviving Corporation upon the terms and conditions hereinafter set forth and the Board of Directors of both the Surviving Corporation and the Merging Corporation have by resolution adopted and approved this Agreement and Plan of Merger (hereinafter referred to as the "Plan of Merger"), all in accordance with Fla. Stat. §§ 607.1104 and 607.1107, and 8 Del. C. §§ 252 and 253.

NOW, THEREFORE, pursuant to Fla. Stat. §§ 607.1104 and 607.1107, and 8 Del. C. §§ 252 and 253 and other applicable provisions thereof, and subject to the conditions herein set forth, the Surviving Corporation and the Merging Corporation do hereby agree to merge and the plan, terms, and conditions of such merger (the "Merger"), shall be as follows:

ARTICLE I

1.01 Merger. At the Effective Time (as defined in Section 1.03) of the Merger, the Merging Corporation shall be merged into the Surviving Corporation, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation, as the surviving corporation, shall continue to exist by virtue of and shall be governed by the laws of the State of Florida and shall continue to have its registered office in said state c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2525.

1.02 Articles of Incorporation and Bylaws of the Surviving Corporation. The Articles of Incorporation and Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time shall be and continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation unless and until further amended as set out in the bylaws or pursuant to any other applicable law.

1.03 The Effective Time/Date. Articles of Merger attached hereto, setting forth the information required by, and executed in accordance with Fla. Stat. §§ 607.1104 and 607.1107, and 8 Del. C. §§ 252 and 253 shall be delivered to the Florida Secretary of State and the Delaware Secretary of State for filing and recording in such offices, and, upon the issuance by the Florida Secretary of State of a certificate of merger with respect to the Merger, the Merger shall become effective at the close of business, Tallahassee, Florida time, on September 30, 2003. The time of such effectiveness is herein called the "Effective Time."

1.04 Effect of Merger. Upon and after the Effective Time, as provided in Fla. Stat. §

607.1106 and 8 Del C. § 103, the separate existence of the Merging Corporation shall cease and the Surviving Corporation, as the surviving corporation, shall have all the rights, privileges, immunities, and powers and shall be subject to all the duties and liabilities of a corporation organized under the general corporation law of the State of Florida. The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of the Merging Corporation; and all property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest, of or belonging to or due to the Merging Corporation shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of the Merging Corporation; and any claim existing or action or proceeding pending by or against the Merging Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any such corporations shall be impaired by the Merger. At any time and from time to time after the Effective Time, the last acting officers of the Merging Corporation shall, in the name of the Merging Corporation, execute and deliver all such proper deeds, assignments, and other instruments as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm the Surviving Corporation's title to and possession of the Merging Corporation's property, rights, privileges, powers, immunities, and franchises and otherwise to carry out the purposes of this Plan of Merger.

1.05 Further Action. The proper officers of the Surviving Corporation and the Merging Corporation pursuant to Resolutions of each dated _____, 2003, are hereby severally authorized to (i) sign, execute, certify, verify, acknowledge, deliver, accept, file and record any and all instruments and documents, and (ii) take, or cause to be taken, any and all such action, in the name and on behalf of the Surviving Corporation and/or the Merging Corporation, as (in such officer's judgment) is necessary, desirable, or appropriate in order to consummate and make effective the Merger and otherwise effect the purposes of this Plan of Merger.

ARTICLE II

2.01 Merging Corporation Common Stock. Each share of the Common Stock of the Merging Corporation authorized, issued and outstanding immediately prior to the Effective Time shall cease to exist as of the Effective Time, and certificates representing such shares shall be canceled.

2.02 Surviving Corporation Common Stock. Each share of the Stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall continue to exist as of the Effective Time; provided, however, the certificates representing such shares previously held by the Merging Corporation prior to the Effective Time (the "Old Shares") shall be canceled as of the Effective Time and new certificates representing new shares of the Stock of the Surviving Corporation (the "New Shares") shall be issued to Kentucky May Coal Company, Inc., a Virginia corporation ("Kentucky May"), for each Old Share. Kentucky May is the sole owner of all the shares of stock of the Merging Corporation up to the Effective Time and shall become the new parent company of the Surviving Corporation.

ARTICLE III

3.01 Termination. This Plan of Merger may be terminated at any time before completion of the filings with the Florida Secretary of State and/or the Delaware Secretary of State pursuant to §1.03 hereof by appropriate resolution of the Board of Directors of the Surviving Corporation for any reason which it deems appropriate.

3.02 Amendment. To the extent permitted by law, this Plan of Merger may be amended, supplemented, or interpreted at any time and in any respect by action taken by the Boards of Directors of the Surviving Corporation and the Merging Corporation and, in the case of an interpretation, the actions of such Boards of Directors shall be binding.

3.03 Approval of Shareholders. Pursuant to 8 Del C. § 253 and Fla. Stat. § 607.1104, the shareholders of the Merging Corporation approved the Plan of Merger of the Merging Corporation with and into the Surviving Corporation by unanimous written consent in lieu of a meeting dated _____, 2003, a copy of which is attached hereto as Exhibit A. Pursuant to Fla. Stat. § 607.1104(1)(a), the approval of the shareholders of the Surviving Corporation was not required in that all of the outstanding shares of the Surviving Corporation is wholly owned by the Merging Corporation.

3.04 Expenses. The Surviving Corporation shall pay all expenses of carrying this Plan of Merger into effect and accomplishing the Merger herein provided for.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused this Agreement and Plan of Merger to be executed by the authorized officers of each party hereto and the corporate seal affixed.

KANAWHA RIVER TERMINALS, INC.

By: _____
Frank A. Schiller, Secretary

Date: _____

KRT HOLDINGS, INC.

By: _____
Frank A. Schiller, Secretary

Date: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

On this ____ day of _____ 2003, before me, _____,
a Notary Public in and for said County and State, personally appeared Frank A. Schiller, to me
known, or proved to me on the basis of satisfactory evidence, to be the person who executed the
foregoing instrument and acknowledged that he executed the within instrument for the purposes
therein contained and who further acknowledged that he is the Secretary of Kanawha River
Terminals, Inc., a corporation organized and existing under the laws of the State of Florida, and
is authorized to execute this instrument on behalf of said corporation.

Given under my hand and official seal on this the ____ day of _____ 2003.

Notary Public

My commission expires: _____.

STATE OF NORTH CAROLINA
COUNTY OF _____

On this ____ day of _____ 2003, before me, _____,
a Notary Public in and for said County and State, personally appeared Frank A. Schiller, to me
known, or proved to me on the basis of satisfactory evidence, to be the person who executed the
foregoing instrument and acknowledged that he executed the within instrument for the purposes
therein contained and who further acknowledged that he is the Secretary of KRT Holdings, Inc.,
a corporation organized and existing under the laws of the State of Delaware, and is authorized
to execute this instrument on behalf of said corporation.

Given under my hand and official seal on this the ____ day of _____ 2003.

Notary Public

My commission expires: _____.