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Division of Corporations

HILL WARD HENDERSON

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**MERGER OR SHARE EXCHANGE**

**MARINE TOOLING ACQUISITION CORPORATION**

Certificate of Status	1
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Page Count	08
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Merger

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**ARTICLES OF MERGER  
OF  
MARINE TOOLING, INC.  
INTO  
MARINE TOOLING ACQUISITION CORPORATION**

Pursuant to the provisions of Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), Marine Tooling, Inc., a Florida corporation ("Marine Tooling") and Marine Tooling Acquisition Corporation, a Florida corporation (the "Merger Sub"), adopt the following Articles of Merger for the purpose of merging Marine Tooling with and into the Merger Sub (the "Merger"). Twin Vee Marine Group, Inc. ("HoldingCo"), a Florida corporation, holds all of the outstanding shares of capital stock of Merger Sub.

**FIRST:** The plan of merger for the Merger (the "Plan of Merger"), pursuant to Section 607.1101 of the FBCA, is as set forth in these Articles of Merger, including Exhibit A hereto, which is incorporated herein and constitutes part of these Articles of Merger.

**SECOND:** The Merger shall be effective when these Articles of Merger are filed with the Florida Secretary of State (the "Effective Time"). At the Effective Time, by virtue of the Merger and without any action on the part of Marine Tooling, Merger Sub, or Holding Co, (i) Marine Tooling shall be merged with and into Merger Sub, with Merger Sub being the surviving corporation of the Merger (the "Surviving Corporation") and the separate existence of Marine Tooling shall cease, (ii) the shares of common stock of Marine Tooling ("Marine Tooling Common Stock") outstanding at the Effective Time shall be converted into the right to receive cash and 131,938 shares of Series A-2 participating preferred stock (the "Series A-2 Preferred Stock"), \$.01 par value per share, of HoldingCo, which shall be paid to the shareholders of Marine Tooling in accordance with the Acquisition Agreement dated as of October 27, 2003, among Marine Tooling, Merger Sub, HoldingCo, Twin Vee PowerCats, Inc., Twin Vee, Inc. and the shareholders of Marine Tooling. As of the Effective Time, all shares of Marine Tooling Common Stock shall no longer be outstanding and shall be automatically canceled and retired and all rights with respect to the Marine Tooling Common Stock shall cease to exist, and each holder of a certificate representing any shares of Marine Tooling Common Stock shall cease to have any rights with respect thereto, except the right to receive, upon surrender of such certificate, certificates representing the Series A-2 Preferred Stock and cash to be issued upon surrender of such certificate. As of the Effective Time, the Surviving Corporation shall be a wholly-owned subsidiary of HoldingCo. The Agreement and Plan of Merger for the Merger, pursuant to Section 607.1101 of the FBCA, is attached hereto as Exhibit A. The Merger shall have the effects set forth in Section 607.1106 of the FBCA, and all property, rights, and privileges of each of Marine Tooling and Merger Sub shall vest in the Surviving Corporation and all debts, liabilities, and duties of each of Marine Tooling and the Merger Sub shall become the debts, liabilities, and duties of the Surviving Corporation.

**THIRD:** The Articles of Incorporation of the Surviving Corporation shall, as of the Effective Time, be the articles of incorporation of Merger Sub as in effect immediately prior to

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the Effective Time and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Florida.

**FOURTH:** The Plan of Merger was approved by unanimous written consent of the Board of Directors and shareholders of Marine Tooling dated as of October 27 2003, by unanimous joint written consent of the directors and shareholders of the Merger Sub and HoldingCo dated as of October 27, 2003.

IN WITNESS WHEREOF, each of Marine Tooling, Merger Sub, and HoldingCo have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, as of this 27 day of October, 2003.

**HOLDINGCO:**

Twin Vee Marine Group, Inc.,  
a Florida corporation

By: [Signature]  
Name: Christopher J. Burke  
Title: CEO

**MERGER SUB:**

Marine Tooling Acquisition Corporation,  
a Florida corporation

By: [Signature]  
Name: Christopher J. Burke  
Title: CEO

**MARINE TOOLING:**

Marine Tooling, Inc., a Florida corporation

By: [Signature]  
Name: Roger Daniloo  
Title: pres.

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The undersigned, being the Secretary of each of Marine Tooling, Merger Sub and HoldingCo, certifies as of this 27 day of October, 2003, that the Articles of Merger and the Plan of Merger by and among Marine Tooling, Merger Sub and HoldingCo have been adopted pursuant to Section 607.1101 of the FBCA and that the conditions specified in that section have been satisfied.

**HOLDINGCO:**

Twin Vee Marine Group, Inc.,  
a Florida corporation

By: [Signature]  
Name: Christopher J. Burke  
Title: CEO/Sec.

**MERGER SUB:**

Marine Tooling Acquisition Corporation,  
a Florida corporation

By: [Signature]  
Name: Christopher J. Burke  
Title: CEO/Sec.

**MARINE TOOLING:**

Marine Tooling, Inc., a Florida corporation

By: [Signature]  
Name: Rose Danstee  
Title: Pres./Sec.

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**EXHIBIT A****AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of October 27, 2003 among Twin Vee Marine Group, Inc. ("HoldingCo"), a Florida corporation, Marine Tooling Acquisition Corporation (the "Merger Sub"), a Florida corporation and a wholly-owned subsidiary of HoldingCo, and Marine Tooling, Inc. ("Marine Tooling"), a Florida corporation.

**BACKGROUND**

The respective Boards of Directors and shareholders of HoldingCo, Merger Sub and Marine Tooling have approved the merger of Marine Tooling with and into Merger Sub (the "Merger"), upon the terms and conditions set forth in this Agreement and the Acquisition Agreement dated as of October 27, 2003, among Holding Co, Merger Sub, Marine Tooling, Twin Vee Powercats, Inc. ("Twin Vee PowerCats"), a Florida corporation, Twin Vee, Inc., a Florida corporation and the shareholders of Marine Tooling and Merger Sub. At the Effective Time (as defined in Section 1.2), each issued and outstanding share of Marine Tooling will be converted into the right to receive the Merger Consideration (as defined below).

The parties intend for the Merger to qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

The parties agree as follows:

**ARTICLE 1.****THE MERGER; EFFECTIVE TIME**

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA, at the Effective Time (as defined in Section 1.2), Marine Tooling shall be merged with and into Merger Sub. Following the Effective Time, the separate corporate existence of Marine Tooling shall cease and Merger Sub shall continue as the surviving corporation in the Merger (the "Surviving Corporation") and shall succeed to and assume all of the rights and obligations of Marine Tooling in accordance with the FBCA. The Merger shall have the effects specified in Section 607.1106 of the FBCA.

1.2 Effective Time. Merger Sub and Marine Tooling will cause Articles of Merger (the "Articles of Merger") to be executed as provided in Section 607.1105 of the FBCA and delivered to the Department of State of the State of Florida. The Merger shall be effective when the Articles of Merger are filed with the Florida Secretary of State (the "Effective Time").

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**ARTICLE II.  
NAME; ARTICLES OF INCORPORATION AND BYLAWS  
OF THE SURVIVING CORPORATION**

2.1 Name of the Surviving Corporation. The name of the Surviving Corporation shall be "Marine Tooling Acquisition Corporation."

2.2 Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall be the articles of incorporation of the Merger Sub as in effect immediately before the Effective Time until duly amended as provided therein or by applicable law.

2.3 The Bylaws. The bylaws of the Surviving Corporation shall be the bylaws of the Merger Sub as in effect immediately before the Effective Time until thereafter amended as provided therein or otherwise in accordance with applicable law.

**ARTICLE III.  
OFFICERS AND DIRECTORS  
OF THE SURVIVING CORPORATION AFTER THE EFFECTIVE TIME**

3.1 Officers. The officers of the Merger Sub at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, to serve at the pleasure of the Board of Directors of the Surviving Corporation.

3.2 Directors. The directors of the Merger Sub at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, until their successors have been duly elected and qualified or until their earlier death, resignation or removal, in accordance with the Articles of Incorporation or Bylaws of the Surviving Corporation or as otherwise provided by law.

**ARTICLE IV.  
EFFECT OF THE MERGER ON CAPITAL STOCK; EXCHANGE OF CERTIFICATES**

4.1 Conversion of Marine Tooling Shares. At the Effective Time, as a result of the Merger and without any action on the part of HoldingCo, Merger Sub, Marine Tooling, or the holder of any capital stock of Marine Tooling, except for surrender to HoldingCo of the certificate or certificates evidencing those shares, each share of the common stock of Marine Tooling ("Marine Tooling Common Stock") issued and outstanding immediately prior to the Effective Time shall be automatically converted into a right to receive 131,938 validly issued, fully paid and non-assessable shares of Series A-2 Participating Preferred Stock, \$.01 par value per share, of HoldingCo ("Series A-2 Preferred Stock") and cash in an amount specified in the Acquisition Agreement, all of which shall be paid to the shareholders of Marine Tooling in accordance with the Acquisition Agreement;

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4.2 Exchange of Stock.

(a) Exchange Procedures. Following the Effective Time, each holder of an outstanding certificate or certificates representing shares of Marine Tooling Common Stock shall surrender the same to HoldingCo for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing shares of Series A-2 Preferred Stock in accordance with Section 4.1.

(b) No Further Ownership Rights in Company Shares. All HoldingCo Shares and cash issued upon the surrender for exchange of certificates in accordance with the terms of this Article IV shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to the Marine Tooling Common Stock shares represented by such certificates. Following the Effective Time, there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the Marine Tooling Common Stock shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Corporation, they shall be canceled and exchanged as provided in this Article IV, except as otherwise provided by law.

ARTICLE V.  
GENERAL PROVISIONS

5.1. Federal Tax Treatment of the Merger. Each of the parties shall use its reasonable best efforts to cause the Merger to qualify as a reorganization under the provisions of Section 368(a) of the Code.

5.2. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

5.3. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

5.4. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with

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respect to the subject matter of this Agreement and (b) except for the provisions of Articles IV, is not intended to confer upon any person other than the parties any rights or remedies.

5.5. Further Assurances. The parties shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

5.6 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[Signature Page Follows]

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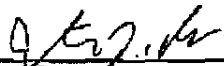
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**Signature Page to Agreement and Plan of Merger**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first written above.

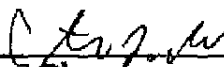
**HOLDINGCO:**

**Twin Vee Marine Group, Inc.,**  
a Florida corporation

By:   
Name: Christopher J. Burk  
Title: CEO

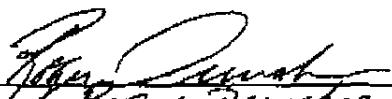
**MERGER SUB:**

**Marine Tooling Acquisition Corporation,**  
a Florida corporation

By:   
Name: Christopher J. Burk  
Title: CEO

**MARINE TOOLING:**

**Marine Tooling, Inc., a Florida corporation**

By:   
Name: Roger Dunst  
Title: pres.

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