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To:

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From:

Account Name : CORPORATION SERVICE COMPANY
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Phone : (850)521-1000
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FILED
05 DEC 19 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

SEABOARD MARINE OF FLORIDA, INC.

Certificate of Status	0
Certified Copy	0
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EFFECTIVE DATE

Dec. 31, 2005

ARTICLES OF MERGER

(Profit Corporations)

FILED
05 DEC 19 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Seaboard Marine of Florida, Inc.</u>	<u>Florida</u>	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Port of Miami Cold Storage, Inc.</u>	<u>Florida</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

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

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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 November 30, 2005

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 November 30, 2005

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

(Attach additional sheets if necessary)

EFFECTIVE DATE

Dec. 31, 2005

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director.....

Typed or Printed Name of Individual & Title

Seaboard Marine of Florida, Inc.

74-115

Robert L. Stear, Director, Vice President & Treasurer

Part of Miami Cold Storage, Inc.

RM

Robert L. Steer, Director, Vice President & Treasurer

AGREEMENT AND PLAN OF MERGER**OF****PORT OF MIAMI COLD STORAGE, INC.**
(a Florida corporation)**INTO****SEABOARD MARINE OF FLORIDA, INC.**
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is entered into this 19th day of December, 2005 by and between PORT OF MIAMI COLD STORAGE, INC., a Florida corporation ("POMCS"), and SEABOARD MARINE OF FLORIDA, INC., a Florida corporation ("Seaboard", and together with POMCS, the "Constituent Parties," each individually, a "Constituent Party").

RECITALS

WHEREAS, the Directors of POMCS and the Directors of Seaboard deem it advisable for the general welfare and advantage of each Constituent Party and their respective shareholders to merge POMCS into Seaboard (the "Merger") pursuant to this Plan of Merger and the applicable provisions of the Florida General Corporation Act (the "Florida Act"); and

WHEREAS, the Directors of Seaboard and the Directors of POMCS, being one and the same, have duly adopted this Plan of Merger in accordance with the Florida Act; and

WHEREAS, the sole shareholder of POMCS and the sole shareholder of Seaboard, being one and the same, desires to merge POMCS into Seaboard;

WHEREAS, the Directors of POMCS and the Directors of Seaboard, being one and the same, desire to merge POMCS into Seaboard;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Parties agree that they shall merge on the terms and conditions hereinafter provided and in accordance with the following plan:

1. Merger: The parties proposing to merge are POMCS and Seaboard, and the surviving corporation in the Merger shall be Seaboard.

2. Terms and Conditions: The terms and conditions of the proposed Merger are as follows:

(a) At the Effective Date (as hereinafter defined), POMCS shall be merged with and into Seaboard, which shall be the surviving corporation (the "Surviving Corporation"), and the separate existence of POMCS shall cease. The Surviving Corporation shall continue to be organized and existing under the laws of the State of Florida.

(b) Subject to the terms and conditions herein provided, a Certificate of Ownership and Merger ("Merger Certificate") shall be executed by Seaboard immediately after execution and delivery of this Plan of Merger, and as soon as practicable thereafter shall be filed with the

Secretary of State of the State of Florida pursuant to the Florida Act. The Merger shall become effective upon the effective December 31, 2005, in accordance with the Florida Act (the "Effective Date").

(c) The Constituent Parties hereby agree that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, they and each of them will execute and deliver or cause to be executed and delivered all such deeds and other instruments and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all of the property, rights, interests, privileges, immunities, powers, licenses and franchises of the Constituent Parties pursuant to the Florida Act and otherwise to carry out the intent and purpose of this Plan of Merger, and the appropriate officers and directors of the Constituent Parties are hereby authorized to take any and all such actions either in the name of the Constituent Parties or in the name of the Surviving Corporation or otherwise.

(d) On the Effective Date, the Surviving Corporation, without further action, shall succeed to and shall possess and enjoy all the rights, privileges, immunities, powers, purposes, and franchises both of a public and private nature, and be subject to all restrictions, disabilities, and duties of POMCS and all property, real, personal, and mixed, and all debts due to POMCS on whatever account, including stock subscriptions, causes of action, and every other asset of POMCS, including, but not limited to, all intellectual property, trademarks, service marks and copyrights, whether registered or unregistered, shall be vested in the Surviving Corporation without further act or deed in accordance with the provisions of the Florida Act and the title to any real estate, or any interest therein, vested in any of such Constituent Parties shall not revert or be in any way impaired by reason of the Merger.

3. The manner and basis of converting the shares and interests of the Constituent Parties will be as follows:

(a) Upon the effectiveness of the merger, by virtue of the Merger and without further action on the part of the Constituent Parties or their shareholders, each issued and outstanding share of stock of POMCS shall be, without further act or deed, cancelled and cease to exist, and no shares of capital stock of Seaboard or other consideration shall be issued or delivered in exchange therefore.

(b) Upon the effectiveness of the merger, each share of stock of POMCS which is then issued but not outstanding (i.e., treasury shares) shall be, without further act or deed, cancelled and cease to exist.

(c) Any shares of capital stock of Seaboard issued and outstanding at the Effective Date and any shares of capital stock of Seaboard then held in the treasury of Seaboard shall be unaffected by the Merger and shall remain and continue to be issued and outstanding shares of the Surviving Corporation.

(d) Since the Constituent Corporations have the same sole shareholder, no additional shares of stock of Seaboard shall be issued to such shareholder in consideration of the merger.

(e) On and after the effectiveness of the merger:

- i. The Articles of Incorporation of Seaboard as then in effect shall continue to be the Articles of Incorporation of Seaboard, as the Surviving Corporation of the merger, until subsequently duly altered or amended.
- ii. The Bylaws of Seaboard as then in effect shall continue to be the Bylaws of Seaboard, as the Surviving Corporation of the merger, until subsequently duly altered or amended.
- iii. The assets and liabilities of each of the Constituent Corporations shall be taken up or continued on the books of Seaboard, as the Surviving Corporation of the merger, in the amounts at which they are respectively recorded, immediately prior to the effectiveness of the merger, on the books of the Constituent Corporations, with any appropriate adjustments as may be necessary or appropriate in accordance with generally accepted accounting principles.
- iv. The members of the board of directors of Seaboard at the time of the effectiveness of the merger shall continue to be the members of the board of directors of Seaboard, as the Surviving Corporation of the merger, until their respective successors are duly elected and qualified or until their earlier resignations or removals, all subject to the provisions of the Certificate of Incorporation and By-Laws of the Surviving Corporation.
- v. The officers of Seaboard at the time of the effectiveness of the merger shall continue to be the officers of Seaboard, as the Surviving Corporation of the merger, until their respective successors are duly elected or appointed and qualified or until their earlier resignations or removals, all subject to the provisions of the Certificate of Incorporation and By-Laws of the Surviving Corporation.
- vi. Seaboard, as the Surviving Corporation of the merger, shall pay all expenses of the merger.
- vii. Upon the effectiveness of the merger, the separate existence of POMCS shall cease, and thereupon and thereafter all of the rights, privileges, powers, immunities and franchises, of a public as well as of a private nature, of POMCS and all property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses or things in action, and all and every other interest and asset of or belonging to or due to POMCS automatically shall be taken and deemed to be transferred to and vested in and be thereafter as effectually the property of Seaboard, as the Surviving Corporation of the merger, without further act or deed, and the title to any real estate, or any interest therein, vested by deed or otherwise under the laws of any State of the United States in POMCS shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and liens upon any property of POMCS shall be preserved unimpaired, and all debts, liabilities, obligations and duties had been incurred or contracted by Seaboard. No claim, action or proceeding, whether civil, criminal or administrative, then pending by or against POMCS, or any

stockholder, officer or director thereof, shall be abated or be discontinued by the merger, but any such claim, action or proceeding may be enforced, prosecuted to judgment, settled or compromised as if this merger had not occurred, or Seaboard may be substituted in such claim, action or proceeding.

- viii. Any fees or taxes which become due to or accessible by the State of Kansas or the State of Georgia subsequent to the merger with respect to Seaboard or POMCS shall become the debt of Seaboard, as the Surviving Corporation of the merger.
- ix. If at any time Seaboard shall consider or be advised that any further assignments, conveyances or assurances in law or any other things are necessary or desirable to vest or to perfect or to confirm, of record or otherwise, into Seaboard, as the Surviving Corporation of the merger, the title to any property or rights of POMCS acquired or to be acquired by Seaboard as the result of the merger, the appropriate officers and directors of POMCS in office immediately prior to the effectiveness of the merger are fully authorized to, and shall, execute and deliver any and all proper deeds assignments and assurances in law and are fully authorized to, and shall, do all things necessary and proper, in the name of POMCS so as to vest, perfect or confirm title to such property or rights in Seaboard and otherwise to carry out and consummate the provisions of this Agreement and Plan of Merger.
- x. The board of directors of POMCS is authorized to construe and interpret this Agreement and Plan of Merger, as between the corporate parties, in order to implement and consummate the provisions of the Agreement and Plan of Merger and to determine all administrative procedures and accounting entries which may be deemed necessary, advisable, or appropriate in order to implement and consummate the merger of POMCS into Seaboard pursuant to this Agreement and Plan of Merger.

4. Service of Process and Irrevocable Appointment: Pursuant to Section 607.1109(1)(g)(2) of the Florida Act, Seaboard, as the Surviving Corporation of the Merger, agrees that it may be served with process in the State of Florida, and hereby irrevocably appoints the Secretary of the State of Florida as its agent to accept service of process, in any suit or proceeding for the enforcement of any obligation of POMCS, as well as for the enforcement of any obligation of Seaboard, as the Surviving Corporation of the merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such POMCS against Seaboard, as the Surviving Corporation. Request is hereby made to the Secretary of the State of Florida that a copy of any service of process on the Secretary of State of Florida be mailed by the Secretary of State of Florida to Seaboard Corporation, 9000 West 67th Street, Shawnee Mission, Kansas 66202-3700, Attention: Legal Department.

5. The proposed Merger may be abandoned by agreement of the Constituent Parties, upon approval of the Boards of Directors of Seaboard and POMCS, at any time prior to the Effective Date of the Merger.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the parties hereto as of the day and year first above written.

PORT OF MIAMI COLD STORAGE, INC.
A Florida Corporation

By: *R L Steer*
Robert L. Steer, Vice President

ATTEST

By: *David M Becker*
David M. Becker, Secretary

SEABOARD MARINE OF FLORIDA, INC.
A Florida corporation

By: *R L Steer*
Robert L. Steer, Vice President

ATTEST

By: *David M Becker*
David M. Becker, Secretary

LEGAL REVIEW: *URS*

State of Kansas)

ss:

County of Johnson)

This instrument was acknowledged before me on December 19, 2005, by Robert L. Steer as Vice President and David M. Becker, as Secretary of Port of Miami Cold Storage, Inc., a Florida Corporation.

(seal)

Julie Ann Foster-Peyton
Printed Name: Julie Ann Foster-Peyton
Notary Public

My commission expires: 01/29/2007

State of Kansas)

ss:

County of Johnson)

This instrument was acknowledged before me on December 19, 2005, by Robert L. Steer as Vice President and David M. Becker, as Secretary of Seaboard Marine of Florida, Inc., a Florida Corporation.

(seal)

Julie Ann Foster-Peyton
Printed Name: Julie Ann Foster-Peyton
Notary Public

My commission expires: 01/29/2007