

12/31/2019

Division of Corporations

Florida Department of State
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MERGER OR SHARE EXCHANGE
SEABULK TOWING SERVICES, INC.

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January 3, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SEABULK TOWING SERVICES, INC.
P O BOX 13038
ATTN: LEGAL DEPARTMENT
FORT LAUDERDALE, FL 33316US

SUBJECT: SEABULK TOWING SERVICES, INC.
REF: P98000019221

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

As a condition of a merger, pursuant to s.607.1622(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White
Regulatory Specialist II Supervisor

FAX Aud. #: H19000374059

Letter Number: 320A00000134

2019 DEC 31 11:10:24

**ARTICLES OF MERGER
(Profit Corporations)**

**SEABULK TRANSPORT INC.
(Subsidiary)
into
SEABULK TOWING SERVICES, INC.
(Parent)**

The following Articles of Merger are submitted in accordance with Florida Statutes Section 607.1105 to effect the merger of subsidiary company, Seabulk Transport Inc., a Delaware corporation, into its parent company and sole shareholder, Seabulk Towing Services, Inc., a Florida corporation (the "**Merger**").


1. The name and jurisdiction of the surviving corporation:
Seabulk Towing Services, Inc., a Florida corporation ("**Survivor**") (Florida Document No. P98000019221). Survivor's principal address is 2200 Eller Drive, Ft. Lauderdale, Florida 33316.
2. The name and jurisdiction of the merging entity:
Seabulk Transport Inc., a Delaware corporation ("**Target**") (Delaware File No. 4298940).
3. Plan of Merger. The Plan of Merger is attached.
4. Effective Date. The Merger shall be effective as of December 31, 2019.
5. Adoption of Merger by Surviving Corporation. The Merger and the Plan of Merger set forth herein were approved and adopted on December 31, 2019, by written consent of the Board of Directors of Survivor and the written consent of the sole shareholder of Survivor, in accordance with the Florida Business Corporation Act.
6. Adoption of Merger by Merging Corporation. The Merger and the Plan of Merger set forth herein were approved and adopted on December 31, 2019, by the written consent of the Board of Directors of Target and the written the sole shareholder of Target, in accordance with the Delaware General Corporation Law.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.)

IN WITNESS WHEREOF, this instrument may be signed in one or more counterparts and was executed as of the dates written below.

"SURVIVOR"

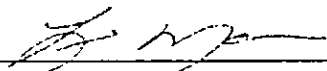
SEABULK TOWING SERVICES, INC.

By: 
William C. Long, Vice President

Date: December 31, 2019

"TARGET"

SEABULK TRANSPORT INC.

By: 
Lisa Manekin, Vice President

Date: December 31, 2019

[SIGNATURE PAGE TO ARTICLES OF MERGER OF SEABULK TRANSPORT INC. INTO SEABULK TOWING SERVICES, INC.]

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated as of December 31, 2019, is made by and between Seabulk Transport Inc., a Delaware corporation (the "**Target**"), and Seabulk Towing Services, Inc., a Florida corporation (the "**Survivor**" and together with Target, the "**Constituent Companies**"), for the purpose of effecting the merger of Target with and into Survivor (the "**Merger**").

BACKGROUND

Target is a corporation incorporated and existing under the laws of the State of Delaware.

Survivor is a corporation incorporated and existing under the laws of the State of Florida and the sole shareholder of Target.

The board of directors of Target, the board of directors of Survivor and the sole shareholder of each Constituent Company deem it advisable and in the best interests of each such Constituent Company and their respective shareholder that Target be merged with and into Survivor as provided in this Agreement, and they have accordingly each adopted resolutions approving this Agreement.

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:

ARTICLE I

THE MERGER; NAME

On the Effective Date (as defined in Article VI hereof) of the Merger, Target shall be merged with and into Survivor, and Survivor shall continue to be governed by the laws of the State of Florida, and the separate corporate existence of Target shall thereupon cease. Articles of merger and a certificate of merger, substantially in the forms attached hereto as Schedule 1, shall be filed to effectuate and evidence the Merger. Upon completion of the Merger, the name of Survivor shall remain "Seabulk Towing Services, Inc." The Merger shall be pursuant to the provisions of and with the effect provided in the Florida Business Corporation Act and the Delaware General Corporation Law.

ARTICLE II

CERTIFICATE OF INCORPORATION; BYLAWS; DIRECTORS AND OFFICERS

On the Effective Date, the Articles of Incorporation and Bylaws of Survivor, as in effect immediately prior to the Effective Date, shall remain the Articles of Incorporation and Bylaws, respectively, of Survivor, until duly amended in accordance with applicable law. No amendment to the Articles of Incorporation and Bylaws of Survivor shall be effectuated by

virtue of the Merger. After the Merger, the officers and directors of Survivor shall maintain their positions.

ARTICLE III

OBLIGATIONS PRIOR TO EFFECTIVE DATE

Survivor shall be responsible for all obligations and liabilities of the Constituent Companies. The acceptance of the responsibility of all the obligations and liabilities of Target by Survivor shall constitute part of the consideration for the shares to be cancelled, as further described in Article IV.

ARTICLE IV

CONVERTING SHARES

On the Effective Date of the Merger, the outstanding shares of Target issued and outstanding shall, by virtue of the Merger and without any action on the part of any holder thereof, be cancelled and no longer represent an interest in Target, and Survivor shall pay to the sole shareholder of Target U.S. \$10.00 (which payment is hereby acknowledged). In exchange for the shares of Target being cancelled, Survivor shall accept the liabilities of Target. The issued and outstanding shares of Survivor shall not be affected by the Merger.

ARTICLE V

RIGHTS AND DUTIES OF SURVIVOR AS THE SURVIVING COMPANY

On the Effective Date of the Merger, all of the rights, privileges and powers of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any of the Constituent Companies, as well as all other things and causes of action belonging to each of the Constituent Companies, shall be vested in Survivor, and shall thereafter be the property of Survivor as they were of each of the Constituent Companies, and the title to any real property vested by deed or otherwise, in any of the Constituent Companies, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Companies shall thenceforth attach to Survivor, and may be enforced against Survivor to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

ARTICLE VI

EFFECTIVE DATE

As used in this Agreement, the term "Effective Date" means December 31, 2019.

ARTICLE VII

CERTIFICATION

By executing this Agreement, each of the Constituent Companies party hereto certifies that the requisite shareholder approval of the Merger has been obtained by its respective sole shareholder.

ARTICLE VIII

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. 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.

ARTICLE IX

AMENDMENT

Subject to applicable law, this Agreement may be amended, modified, or supplemented only by written agreement of the Constituent Companies, at any time prior to the Effective Date.

ARTICLE X

GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to the conflicts of laws principles thereof.

ARTICLE XI

ENTIRE AGREEMENT

This Agreement, together with the articles of merger and certificate of merger, constitutes 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.

ARTICLE XII

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.

ARTICLE XIII

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.

ARTICLE XIV

HEADINGS

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

ARTICLE XV

WAIVER

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.

ARTICLE XVI

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 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.

ARTICLE XVII

FURTHER ASSURANCES

If at any time Survivor shall consider or be advised that any further assignment or assurances in law or any things are necessary or desirable to vest in Survivor, according to the terms hereof, the title of any property or rights of Target, the last acting officers and directors of Survivor shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in Survivor, and otherwise to carry out the purposes of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement may be signed in one or more counterparts and was executed as of the date first written above.

SEABULK TRANSPORT INC.

SEABULK TOWING SERVICES, INC.

By: 

Lisa Manekin, Vice President

By: 

William C. Long, Vice President

[SIGNATURE PAGE TO MERGER AGREEMENT OF SEABULK TRANSPORT INC. WITH AND INTO SEABULK TOWING SERVICES, INC.]

SCHEDULE 1

**ARTICLES OF MERGER
AND
CERTIFICATE OF MERGER**

**ARTICLES OF MERGER
(Profit Corporations)**

**SEABULK TRANSPORT INC.
(Subsidiary)
into
SEABULK TOWING SERVICES, INC.
(Parent)**

The following Articles of Merger are submitted in accordance with Florida Statutes Section 607.1105 to effect the merger of subsidiary company, Seabulk Transport Inc., a Delaware corporation, into its parent company and sole shareholder, Seabulk Towing Services, Inc., a Florida corporation (the "**Merger**").

1. The name and jurisdiction of the surviving corporation:

Seabulk Towing Services, Inc., a Florida corporation ("**Survivor**") (Florida Document No. P98000019221). Survivor's principal address is 2200 Eller Drive, Ft. Lauderdale, Florida 33316.
2. The name and jurisdiction of the merging entity:

Seabulk Transport Inc., a Delaware corporation ("**Target**") (Delaware File No. 4298940).
3. Plan of Merger. The Plan of Merger is attached.
4. Effective Date. The Merger shall be effective as of December 31, 2019.
5. Adoption of Merger by Surviving Corporation. The Merger and the Plan of Merger set forth herein were approved and adopted on December 31, 2019, by written consent of the Board of Directors of Survivor and the written consent of the sole shareholder of Survivor, in accordance with the Florida Business Corporation Act.
6. Adoption of Merger by Merging Corporation. The Merger and the Plan of Merger set forth herein were approved and adopted on December 31, 2019, by the written consent of the Board of Directors of Target and the written the sole shareholder of Target, in accordance with the Delaware General Corporation Law.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.)

IN WITNESS WHEREOF, this instrument may be signed in one or more counterparts and was executed as of the dates written below.

"SURVIVOR"

SEABULK TOWING SERVICES, INC.

By: _____
William C. Long, Vice President

Date: _____

"TARGET"

SEABULK TRANSPORT INC.

By: _____
Lisa Manekin, Vice President

Date: _____

[SIGNATURE PAGE TO ARTICLES OF MERGER OF SEABULK TRANSPORT INC. INTO SEABULK TOWING SERVICES, INC.]

CERTIFICATE OF MERGER

OF

**SEABULK TRANSPORT INC.
(a Delaware corporation)**

WITH AND INTO

**SEABULK TOWING SERVICES, INC.
(a Florida corporation)**

Under Title 8, Section 252 of the Delaware General Corporation Law

The undersigned, Lisa Manekin, in her capacity as Vice President of Seabulk Transport Inc., a Delaware corporation ("**Target**"), and Bruce P. Weins, in his capacity as Vice President of Seabulk Towing Services, Inc., a Florida corporation ("**Survivor**"), for the purpose of effecting the merger of Target with and into Survivor (the "**Merger**"), hereby certify as of December 31, 2019:

1. The constituent companies are: Seabulk Transport Inc., a Delaware corporation (DE File No. 4298940), and Seabulk Towing Services, Inc., a Florida corporation (FL Document No. P98000019221).
2. An Agreement and Plan of Merger between Target and Survivor, dated as of the date hereof (the "**Merger Agreement**"), was approved, adopted, certified, executed and acknowledged by each of Survivor and Target in accordance with the applicable provisions of the Delaware General Corporation Law.
3. Seabulk Towing Services, Inc. is the surviving company. The name of the surviving company will not change.
4. The Certificate of Incorporation of Survivor shall remain the Certificate of Incorporation of Survivor, and the Certificate of Incorporation of Target shall have no further force and effect.
5. The Effective Date of the Merger shall be December 31, 2019.
6. The Merger Agreement, which contains additional provisions concerning the Merger, is maintained at the office of Survivor, 2200 Eller Drive, P.O. Box 13038, Ft. Lauderdale, FL 33316. Survivor will furnish, at the request of any shareholder of Survivor or Target and without charge, a copy of the Merger Agreement.

7. Survivor agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of Target, as well as for the enforcement of any obligation of Survivor arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to the Delaware General Corporation Law. Survivor irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings, and Survivor agrees that a copy of such process shall be mailed to Survivor at 2200 Eller Drive, P.O. Box 13038, Fort Lauderdale, Florida 33316.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger on the date first written above.

SEABULK TRANSPORT INC.

SEABULK TOWING SERVICES, INC.

By: _____
Lisa Manekin, Vice President

By: _____
William C. Long, Vice President

[SIGNATURE PAGE TO DELAWARE CERTIFICATE OF MERGER OF SEABULK TRANSPORT INC. WITH AND INTO SEABULK TOWING SERVICES, INC.]