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MERGER OR SHARE EXCHANGE

MARINE TOWING OF TAMPA, INC.

Certificate of Status	0
Certified Copy	1
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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
TAMPA TUGS INCORPORATED  
INTO  
MARINE TOWING OF TAMPA, INC.

\*\*\*\*\*

TAMPA TUGS INCORPORATED, a Florida corporation ("Tampa Tugs") (Florida Document Number P00000049244) and MARINE TOWING OF TAMPA, INC., a Florida corporation (the "Company") (Florida Document Number P99000075462), acting in compliance with the provisions of §607.1105, Florida Statutes, hereby certify as follows:

1. An Agreement of Merger and Plan of Reorganization (the "Plan of Merger") was approved by the board of directors and all of the shareholders of each of Tampa Tugs and the Company on December 1, 2007. Pursuant to the Plan of Merger, Tampa Tugs is to be merged with and into the Company with the Company as the surviving or resulting entity. The material terms of the merger are set forth in the Plan of Merger attached hereto as Exhibit "A" and made a part hereof.

2. The merger shall be effective as of 11:59 p.m., E.S.T., on December 31, 2007.

Dated: December 1, 2007

TAMPA TUGS INCORPORATED,  
a Florida corporation

By:   
James S. Kimbrell, President

By:   
James C. Brantner, Vice-President

MARINE TOWING OF TAMPA, INC.,  
a Florida corporation

By:   
James S. Kimbrell, President

By:   
James C. Brantner, Vice-President

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

This AGREEMENT OF MERGER AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of December 7, 2007, by and between MARINE TOWING OF TAMPA, INC., a Florida corporation with a mailing address of 908 S. 20th Street Tampa, Florida 33605 ("Marine Towing") and TAMPA TUGS INCORPORATED, a Florida corporation with an address of 908 S. 20th Street Tampa, Florida 33605 ("Tampa Tugs"). Marine Towing and Tampa Tugs are from time to time herein referred to as the "Constituent Corporations."

**BACKGROUND INFORMATION**

Tampa Tugs desires to merge with and into Marine Towing, with Marine Towing being the surviving corporation. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that Tampa Tugs be merged with and into Marine Towing. Each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Agreement of Merger and Plan of Reorganization embodied in this Agreement. Accordingly, in consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

**OPERATIVE PROVISIONS****ARTICLE I**  
**The Merger**

1.01 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Tampa Tugs shall be merged with and into Marine Towing in accordance with the applicable laws of the State of Florida (the "Merger"). The separate existence of Tampa Tugs shall cease, and Marine Towing shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Florida.

1.02 Effective Date. The Merger shall become effective on the date and at the time of filing of Articles of Merger, in substantially the form annexed hereto as Exhibit "A", with the Secretary of State of the State of Florida (the "Effective Date"), all after satisfaction of the requirements of the applicable law of the State of Florida prerequisite to such filings, including, without limitation, the approval of the shareholders of the Constituent Corporations.

1.03 Certificate of Incorporation. On the Effective Date, the Certificate of Incorporation of Marine Towing, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

1.04 Bylaws. On the Effective Date, the Bylaws of Marine Towing, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.05 Directors and Officers. The directors and officers of Marine Towing immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

1.06 Tax Consequences. It is intended by the Constituent Corporations that the Merger shall constitute a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code.

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## ARTICLE II

Conversion of Shares

2.01 Tampa Tugs Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Tampa Tugs common stock outstanding immediately prior thereto shall be changed and converted into one fully paid and non-assessable share of the common stock of the Surviving Corporation, par value \$.01 per share (the "Survivor Stock").

2.02 Marine Towing Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of Marine Towing common stock outstanding immediately prior thereto shall retain its fully paid and non-assessable status without the necessity by any holder of any number of such shares to surrender or exchange his, her or its certificate(s) evidencing such ownership, and each such holder shall be entitled to precisely the same rights of ownership as, she or it enjoyed immediately prior to the Merger.

2.03 Exchange of Certificates. Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Date, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

## ARTICLE III

Effect of the Merger

3.01 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Tampa Tugs and Marine Towing; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Tampa Tugs and Marine Towing on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in Tampa Tugs or Marine Towing, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of Tampa Tugs and Marine Towing shall be preserved unimpaired, and all liens upon the property of Tampa Tugs or Marine Towing shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.02 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Tampa Tugs such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Tampa Tugs and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Tampa Tugs or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

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## ARTICLE IV

Miscellaneous

4.01 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Tampa Tugs or Marine Towing or both, notwithstanding the approval of this Agreement by the shareholders of Tampa Tugs and Marine Towing.

4.02 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either Tampa Tugs or Marine Towing or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

4.03 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.04 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

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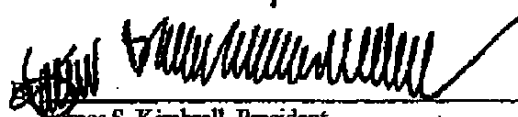
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

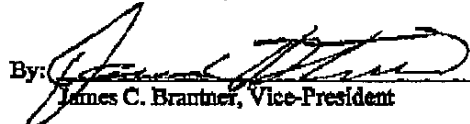
TAMPA TUGS INCORPORATED,  
a Florida corporation

By:   
James S. Kimbrell, President

By:   
James C. Brantner, Vice-President

MARINE TOWING OF TAMPA, INC.  
a Florida corporation

By:   
James S. Kimbrell, President

By:   
James C. Brantner, Vice-President

[SIGNATURE PAGE TO AGREEMENT OF MERGER AND PLAN OF REORGANIZATION]

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*JTB*