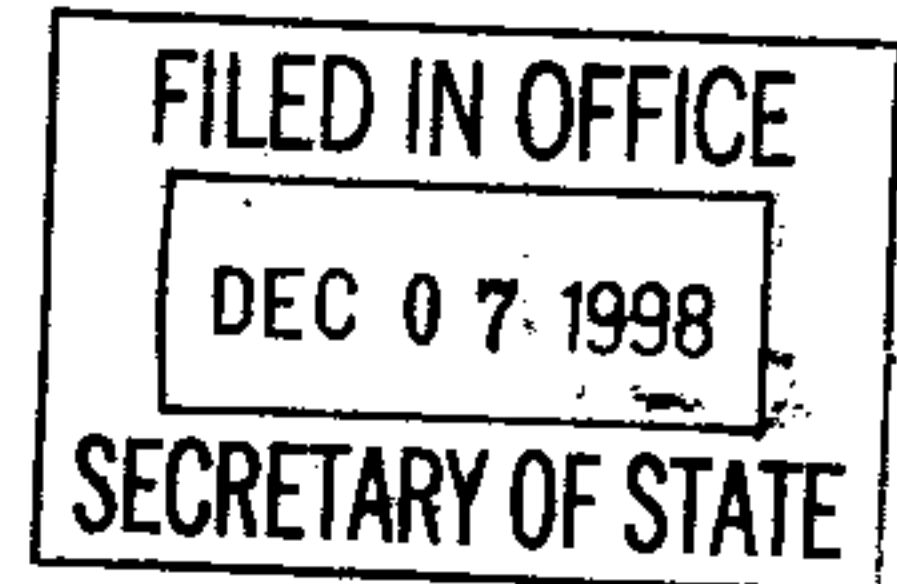


98091038

2500
200
2700
STATE OF ALABAMA)

COUNTY OF MOBILE)



RP4656PG0449

AGREEMENT AND ARTICLES OF MERGER

AGREEMENT AND ARTICLES OF MERGER, dated this 3rd day of December 1998, made by and between GULF (5) COMPANY, a general partnership organized and existing under the laws of the State of Alabama (hereinafter referred to as the "Merging Company"), and GULF (5), L.L.C., a limited liability company organized and existing under the laws of the State of Alabama (hereinafter referred to as the "Surviving Company");

WITNESSETH:

WHEREAS, all of the partners of Merging Company and all of the members of the Surviving Company parties hereto, in consideration of the mutual agreements of each business entity as set forth herein, deem it advisable, and generally for the welfare of each of the business entities and their respective partners and members, that the Merging company merge itself into the Surviving Company, as authorized by Section 10-12-55 of the Alabama Limited Liability Company Act, under and pursuant to the terms and conditions hereafter set forth;

NOW, THEREFORE, the business entities, parties to this agreement, by and between their respective partners and members, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do agree each with the other that the Merging Company merge itself into the Surviving Company pursuant to the applicable provisions of the Alabama Limited Liability Company Act, and do hereby agree upon and prescribe the terms and conditions of the merger and of carrying the same into effect, as follows:

1. **PLAN OF MERGER.** Effective upon issuance of the Certificate of Merger by the Secretary of State of Alabama, the Merging Company hereby merges itself into the Surviving Company, and the Surviving Company shall be the surviving business entity resulting from the merger.

Until altered, amended or repealed, as therein provided, the Operating Agreement of the Surviving Company in effect as of the date of this Agreement, shall continue to be the Operating Agreement of the Surviving Company.

Inst # 1999-02785

01/21/1999-02785
09:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOB CRN 25.00

The principal office of the Surviving Company, 3800 Airport Boulevard, Suite 201, One Maison, Mobile, Alabama 36608, shall maintain a copy of this Agreement and Articles of Merger and on request and without cost, provide a copy to any person holding an interest in any business entity which is a party to the merger.

The Surviving Company shall pay all the expenses of carrying this Agreement and Articles of Merger into effect and of accomplishing the merger.

Upon the date when this Agreement and Articles of Merger shall become effective, the separate existence of the Merging Company shall cease, and the Merging Company shall be merged into the Surviving Company, which shall possess all the rights, privileges, powers and franchises, and be subject to all of the restrictions, liabilities and duties of each of the business entities to this Agreement, and all and singular, the rights, privileges, powers and franchises of each of the business entities, and all property, real, personal and mixed, and all debts due to each of the business entities shall be vested in the Surviving Company; and all property, rights and privileges, powers and franchises, and all and every other interest, shall thereafter be as effectively the property of the Surviving Company as they were of the respective constituent business entities and the title to any real estate, whether by deed or otherwise, vested in any of the business entities hereto, shall not revert or be in any way unpaired by reason of this merger, provided that all the rights of creditors and all liens upon the property of any of the business entities parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Company shall attach to the Surviving Company and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

If, at any time, the Surviving Company shall consider or be advised that any further actions are necessary or desirable to vest in the Surviving Company according to the terms hereof, the title to any property or rights of the Merging Company, the Partners of the Merging Company 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 the Surviving Company, and otherwise to carry out the purposes of this Agreement and Articles of Merger.

The Surviving Company shall be governed by the laws of the State of Alabama.

The manner of converting the partnership interests of the Merging Company into the percentage of interest of Members of the Surviving Company shall be as follows:

a. Immediately prior to the filing and recording of this Agreement, the holders and owners of all the partnership interests of the Merging Company and the percentage interests of Members of the Surviving Company were as follows:

THE MERGING COMPANY:

<u>PARTNERS' NAMES</u>	<u>PERCENTAGE OF PARTNERSHIP</u>
L. W. Cave	20%
The Thomas and Betty Mitchell Family Limited Partnership	20%
The Robert A. and Betty M. Wills Investments Limited Partnership	20%
The Thomas E. and Lee O. Mitchell Investments Limited Partnership	20%
The Charles and Evelyn McNeil Family Limited Partnership	20%

THE SURVIVING COMPANY:

<u>MEMBERS' NAMES</u>	<u>PERCENTAGE OF LLC</u>
L. W. Cave	20%
The Thomas and Betty Mitchell Family Limited Partnership	20%
The Robert A. and Betty M. Wills Investments Limited Partnership	20%
The Thomas E. and Lee O. Mitchell Investments Limited Partnership	20%
The Charles and Evelyn McNeil Family Limited Partnership	20%

b. Upon the effective date of the merger, all of the partnership interests of the Merging Company shall be transferred, exchanged and converted into percentage interests of the Members of the Surviving Company, so that, immediately after such transfer, exchange and


conversion the persons who held a certain percentage in the Merging Company immediately prior to filing of this Agreement will be the holders and owners of the same percentage of interest of the Surviving Company in the same proportions as they owned in the Merging Company.

2. APPROVAL OF MERGER. The Articles of Merger contained in this Agreement, were submitted to and duly approved by the unanimous consent of all of the partners of the Merging Company and all of the Members of the Surviving Company.

3. ORGANIZATION OF BUSINESS ENTITIES. The General Partnership of the Merging Company was formed in Mobile County, Alabama on the 29th day of April, 1987 and the Articles of Organization of the Surviving Company were filed in Mobile County, Alabama on the 2nd day of December, 1998

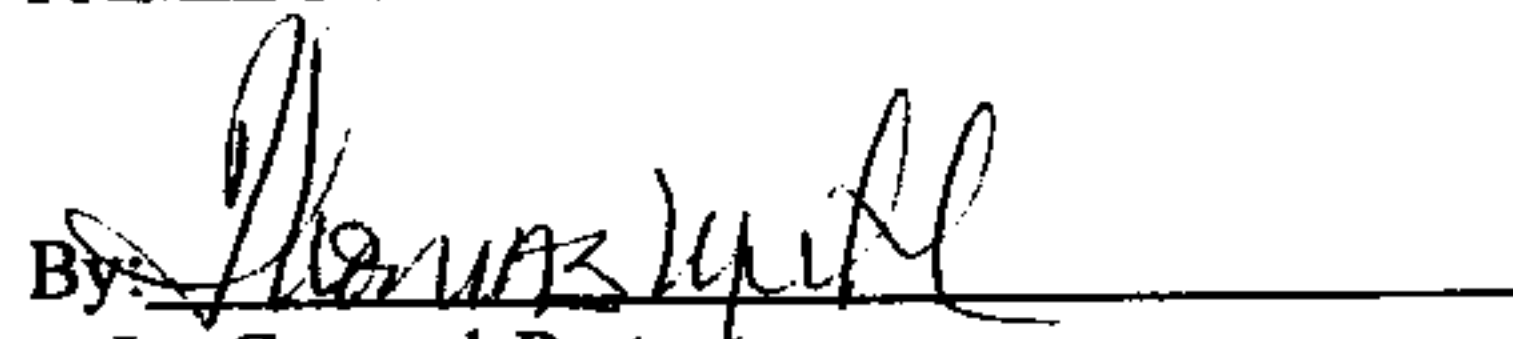
IN WITNESS WHEREOF, the parties to this Agreement and Articles of Merger, have caused these presents to be executed on this the 3rd day of December, 1998.

GULF (5) COMPANY,
an Alabama general partnership
(the "Merging Company")



L. W. CAVE

THE THOMAS AND BETTY MITCHELL
FAMILY LIMITED PARTNERSHIP

By: 

Its General Partner

RP4656PG0452

THE ROBERT A. AND BETTY M. WILLS
INVESTMENTS LIMITED PARTNERSHIP

By: BETTY M. WILLS INVESTMENT
CORPORATION, Its General Partner

By: Betty M. Wills
BETTY M. WILLS, President

THE THOMAS E. AND LEE O. MITCHELL
INVESTMENTS LIMITED PARTNERSHIP

By: THOMAS E. MITCHELL INVESTMENT
CORPORATION, Its General Partner

By: T. E. Mitchell
T. E. MITCHELL, President

THE CHARLES AND EVELYN McNEIL
FAMILY LIMITED PARTNERSHIP

By: Charles and Evelyn McNeil
Its General Partner

(ALL OF THE GENERAL PARTNERS OF
THE MERGING COMPANY)

GULF (S) COMPANY,
an Alabama general partnership
(the "Surviving Company")

L. W. Cave
L. W. CAVE

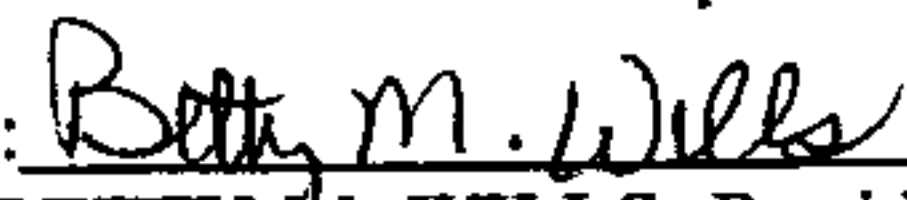
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THE THOMAS AND BETTY MITCHELL
FAMILY LIMITED PARTNERSHIP

By: 
Its General Partner


THE ROBERT A. AND BETTY M. WILLS
INVESTMENTS LIMITED PARTNERSHIP

By: BETTY M. WILLS INVESTMENT
CORPORATION, Its General Partner

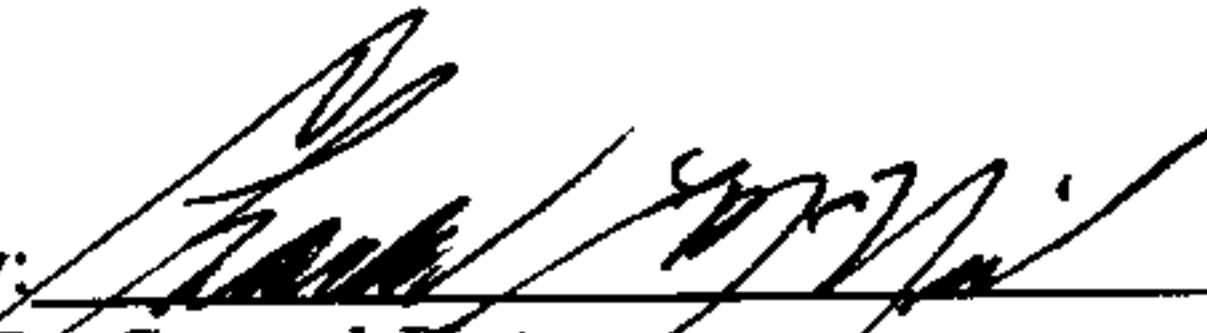
By: 
BETTY M. WILLS, President

THE THOMAS E. AND LEE O. MITCHELL
INVESTMENTS LIMITED PARTNERSHIP

By: THOMAS E. MITCHELL INVESTMENT
CORPORATION, Its General Partner

By: 
T. E. MITCHELL, President

THE CHARLES AND EVELYN McNEIL
FAMILY LIMITED PARTNERSHIP

By: 
Its General Partner

State of Alabama - Mobile County
I certify this instrument was filed on:
Dec 14 1998 12:15:03 pm

SR Fee	\$2.00
Recording	\$25.00
Total	\$27.00

L. W. NOONAN, Judge of Probate

98091038

(ALL OF THE GENERAL PARTNERS OF
THE SURVIVING COMPANY)

RECORDERS MEMORANDUM
At the time of recording, this
instrument was found to be
inadequate for the best photo-
graphic reproduction because
of illegibility, discolored paper,
carbon or photo copy, etc.

Probate Court
Mobile, County

RP4656PG0454

This instrument prepared by:
J. David Brady, Jr.
Anders, Boyett & Brady, P.C.
One Maison, Suite 303
3800 Airport Boulevard
Mobile, Alabama 36608
(334) 344-0880

RP4656PG0455

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(over)

RP4656PG0456

ABP

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on 12-07-98

DATE 12-07-98

Secretary of State

Inst # 1999-02785

01/21/1999-02785
09:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CRH 25.00