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(Requestor's Name)

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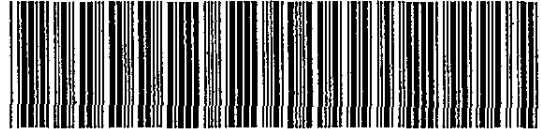
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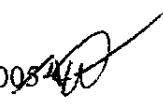
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger

T BROWN FEB 15 2005

**WESLEY B. DUNN, P.C.**

ATTORNEY AT LAW  
215 PIEDMONT AVENUE, NE, SUITE 301  
ATLANTA, GEORGIA 30308  
TELEPHONE (404) 441-9236  
email: wesleydunn@att.net

December 31, 2005 

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Subject: Merger between  
SOUTHERN WATERSPORTS, INC., a Georgia corporation; and  
KEY LARGO ISLAND ADVENTURES, INC., a Florida corporation;  
and  
IT'S A DIVE ISLAND ADVENTURES, INC., a Florida corporation

To Whom It May Concern:

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Wesley B. Dunn  
215 Piedmont Avenue, NE  
Suite 301  
Atlanta, GA 30308

For further information concerning this matter, please call:

Wesley Dunn at (404) 441-9236

Yours very truly,

WESLEY B. DUNN, P.C.



Wesley B. Dunn

Enclosures:



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

January 18, 2005

WESLEY B. DUNN  
215 PIEDMONT AVENUE, NE  
SUITE 301  
ATLANTA, GA 30308

SUBJECT: SOUTHERN WATERSPORTS, INC.  
Ref. Number: F98000005524

We have received your document for SOUTHERN WATERSPORTS, INC. and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

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) 245-6869.

Teresa Brown  
Document Specialist

Letter Number: 105A00003215

ARTICLES OF MERGER

SOUTHERN WATERSPORTS, INC.

And

KEY LARGO ISLAND ADVENTURES, INC.

And

IT'S A DIVE ISLAND ADVENTURES, INC.

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, F.S.

1.

The Agreement and Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by this reference.

2.

The Plan of Merger was approved and adopted by the shareholders of the surviving corporation on August 15, 2003 in accordance with the applicable provisions of chapter 607 F.S.

3.

The Plan of Merger was approved and adopted by the shareholders of KEY LARGO ISLAND ADVENTURES, INC. on August 15, 2003 in accordance with the applicable provisions of chapter 607 F.S., and the Plan of Merger was approved and adopted by the shareholders of IT'S A DIVE ISLAND ADVENTURES, INC. on August 15, 2003 in accordance with the applicable provisions of chapter 607 F.S.

4.

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

5.

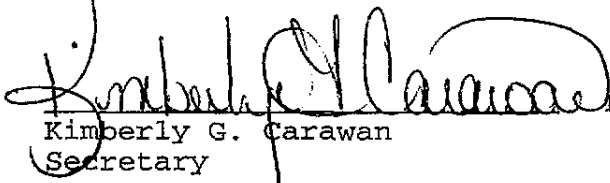
The name of the surviving corporation is SOUTHERN WATERSPORTS, INC., a Georgia corporation having its principal office located at 1954 Highway 54 West, Fayetteville, Fayette County, Georgia 30214.

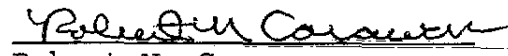
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, SOUTHERN WATERSPORTS, INC. and KEY LARGO ISLAND ADVENTURES, INC. and IT'S A DIVE ISLAND ADVENTURES, INC. have each caused this Agreement and Plan of Merger to be executed on their respective behalfs and their respective corporate seals affixed and the foregoing attested, all by their respective duly authorized officers on the 15<sup>th</sup> day of August, 2003.

ATTEST:

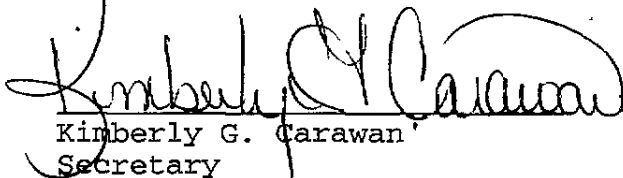
SOUTHERN WATERSPORTS, INC.

  
By: \_\_\_\_\_  
Kimberly G. Carawan  
Secretary

  
By: \_\_\_\_\_  
Robert N. Carawan  
President

ATTEST:

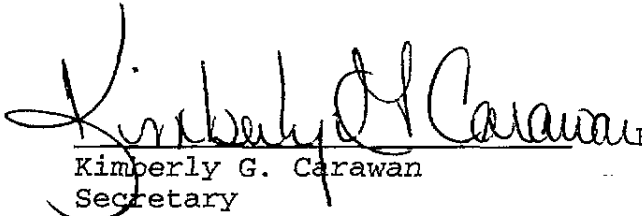
KEY LARGO ISLAND ADVENTURES, INC.

  
By: \_\_\_\_\_  
Kimberly G. Carawan  
Secretary

  
By: \_\_\_\_\_  
Robert N. Carawan  
President

ATTEST:

IT'S A DIVE ISLAND ADVENTURES, INC.

  
By: \_\_\_\_\_  
Kimberly G. Carawan  
Secretary


  
By: \_\_\_\_\_  
Robert N. Carawan  
President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

Between

SOUTHERN WATERSPORTS, INC.

And

KEY LARGO ISLAND ADVENTURES, INC.

And

IT'S A DIVE ISLAND ADVENTURES, INC.

This Agreement and Plan of Merger made and entered into on 15<sup>th</sup> day of August, 2003, (hereinafter referred to as the "Agreement") by and between SOUTHERN WATERSPORTS, INC., a Georgia corporation (hereinafter sometimes referred to as "SOUTHERN") and KEY LARGO ISLAND ADVENTURES, INC. a Florida corporation (hereinafter sometimes referred to as "KLIA") and IT'S A DIVE ISLAND ADVENTURES, INC., a Florida corporation (hereinafter sometimes referred to as "IADIA" (said corporations being hereinafter sometimes referred to as the "Constituent Corporations")):

WITNESSETH:

WHEREAS, SOUTHERN is a corporation duly organized and validly existing under the laws of the State of Georgia; and

WHEREAS, KLIA is a corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, IADIA is a corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, by approval of a majority of the shareholders of each of said corporations, without recommendation of the Board of Directors, the shareholders deem it advisable and for the benefit of each of said corporations and their respective shareholders that KLIA and IADIA merge into SOUTHERN.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants hereinafter contained, it is hereby agreed by and between the parties hereto subject to the

approval and adoption of this Agreement by the respective shareholders of each of the Constituent Corporations, and subject to the conditions hereinafter set forth, that KLIA and IADIA be merged into SOUTHERN (hereinafter sometimes referred to as the "Surviving Corporation"), the corporate existence of which shall be continued under the SOUTHERN WATERSPORTS, INC., and thereafter the individual existence of KLIA and IADIA shall cease. The terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting the shares of KLIA and IADIA into securities of the Surviving Corporation are and shall be as follows:

1.

The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
SOUTHERN WATERSPORTS, INC.	Georgia

2.

The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
KEY LARGO ISLAND ADVENTURES, INC.	Florida
IT'S A DIVE ISLAND ADVENTURES, INC.	Florida

3.

The term and conditions of the merger are as follows:

(a) The acts and things required to be done by the Georgia Business Corporation Code (the "Code") and the Florida Business Corporation Act (the "Act") in order to make this Agreement effective, including the submission of this Agreement to the shareholders of all of the Constituent Corporations and the filing of the Articles of Merger and Agreement and Plan of Merger in the manner provided for in the Code and the Act, shall be attended to and done by the proper officers of the Constituent Corporations as soon as practicable and in no event later than January 31, 2005.

(b) The Articles of Incorporation of Southern shall on the effective date of the merger (the "Effective Date") be the Articles of Incorporation of the Surviving Corporation. From and after the Effective Date, and until further amended as provided by law, the Articles of Incorporation, shall be, and may be separately certified as, the Articles of Incorporation of the Surviving Corporation; and in addition to the powers conferred on it by statute, the Surviving Corporation shall have the powers set forth therein and shall be

governed by the provisions thereof.

(c) Until altered, amended, or repealed as therein provided, the Bylaws of SOUTHERN as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation.

(d) Upon the merger contemplated herein becoming effective, the directors of the Surviving Corporation shall be as follows:

Name of Director:	Address:
Robert N. Carawan	201 W. Canal Street Key Largo, FL 33037
Wesley B. Dunn	104500 Overseas Hwy. Unit C-402 Key Largo, FL 33037
John A. Stuart	119 Bluebird Lane Tavernier, FL 33070

These persons shall hold office until the next annual meeting of the shareholders of the Surviving Corporation and until their respective successors are elected in accordance with the Bylaws of the Surviving Corporation. If on the Effective Date any vacancy shall exist on the Board of Directors of the Surviving Corporation, the vacancy shall be filled in the manner specified in the Bylaws of the Surviving Corporation.

(e) Upon the Effective Date, every other corporation party to the merger shall merge into the Surviving Corporation and the separate existence of every corporation except the Surviving Corporation shall cease, and in accordance with the terms of this Agreement, the title to all real estate and other property owned by each corporation party to the merger shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all of the liabilities of each corporation party to the merger; any proceeding pending against any corporation party to the merger may be continued as if the merger did not occur or the Surviving Corporation may be substituted in the proceeding for the corporation whose existence ceased; the Articles of Incorporation of the Surviving Corporation shall be amended to the extent provided herein, if applicable; and the shares to be issued to the shareholders of SOUTHERN, in accordance herewith; and the former holders of the shares shall be entitled only to the rights provided in this Agreement or to their rights under Article 13 of the Code. The shares to be issued to the shareholders of KLIA and IADIA, in accordance herewith; and the former holders of the shares shall be entitled only to the rights provided in this Agreement or to their rights under sections 607.1301, 607.1302, and 607.1320, F.S.



(f) From the date of this Agreement until the Effective Date or until the abandonment of the merger pursuant to the provisions hereof:

(i) KLIA and IADIA and SOUTHERN shall continue to conduct their respective businesses in the ordinary course, and neither KLIA or IADIA or SOUTHERN shall, without the prior written consent of the other, engage in any transaction or incur any obligation except in the ordinary course of business or as otherwise authorized by this Agreement. Without limiting the foregoing, neither KLIA or IADIA or SOUTHERN shall during the foregoing period, without the prior consent of the other:

(1) amend its Articles of Incorporation, except as may be necessary to carry out this Agreement or as required by law.

(2) borrow any money, other than short term borrowings in the ordinary course of business.

(3) issue, sell, encumber, or otherwise dispose of any shares of its capital stock.

(4) declare, authorize, or pay any dividend on, make any distribution in respect of, redeem or acquire for value any shares of its capital stock, directly or indirectly.

(5) sell, lease, or otherwise dispose of any part of its property or assets, except in the ordinary course of business; enter into any new plans or agreements for the benefit of officers or employees or increase the benefits under any existing such plan.

(6) make any purchase of real estate, personal property, merchandise, or securities, except in the ordinary course of business.

(ii) With respect to all leases and other interests or instruments under which either KLIA or IADIA or SOUTHERN is obligated to obtain a consent prior to the merger herein contemplated in order to comply with the conditions thereof or to vest its interest therein in the Surviving Corporation, KLIA or IADIA or SOUTHERN, respectively, will exercise all reasonable efforts to obtain such consent.

(g) If the merger contemplated hereby becomes effective, all expenses incurred hereunder shall be borne by the Surviving Corporation. If, for any reason other than breach of the covenants of the parties set forth herein, the merger shall not become effective or shall be abandoned, then each of the Constituent Corporations shall bear its own expenses, separately incurred in connection herewith,

with no liability to the other party hereto, and each shall pay one-half of the expenses incurred by them jointly.

(h) At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations, this Agreement may be modified in matter of form or supplemented by additional agreements, articles, or certificates, as may be mutually determined by the Board of Directors of the Constituent Corporations to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording, or official approval of this Agreement and the consummation of the merger herein contemplated, in accordance with the purpose and intent of this Agreement.

4.

(a) Upon the Effective Date of the merger:

(i) Each share of the capital stock of SOUTHERN WATERSPORTS, INC. issued and outstanding immediately prior to the Effective Date shall continue unchanged and shall continue to evidence the same number of shares of capital stock of the Surviving Corporation.

(ii) Each share of KLIA shall be converted into one (1) share of the capital stock of the Surviving Corporation for every ten dollars (\$10.00) of capital invested in KLIA, including amortized loan payments and any personal loans which may be forgiven in exchange for capital shares at an exchange rate of one (1) share of capital stock for every ten dollars (\$10.00) of loan forgiven. Fractional shares shall be rounded down to the nearest whole share.

(iii) Each share of IADIA shall be converted into one (1) share of capital stock of the surviving corporation for every ten dollars (\$10.00) of capital invested in IADIA, including amortized loan payments and any personal loans which may be forgiven in exchange for capital shares at an exchange rate of one (1) share of capital stock for every ten dollars (\$10.00) of loan forgiven. Fractional shares shall be rounded down to the nearest whole share.

(b) Share certificates were not issued to the shareholders of KLIA and IADIA. Within thirty (30) days after the Effective Date, the Secretary shall issue each shareholder of KLIA and IADIA the shares of the surviving corporation based on the conversion rate set forth above, the shareholders of KLIA and IADIA shall be entitled to receive certificates representing the number of shares of the stock of the Surviving Corporation.

6.

The surviving corporation, SOUTHERN WATERSPORTS, INC., hereby appoints Robert N. Carawan, 201. W. Canal Dr., Key Largo, FL 33037, as its agent for service of process in any proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to this merger identified in Paragraph 8 below.

7.

The surviving corporation, SOUTHERN WATERSPORTS, INC., shall promptly pay to any dissenting shareholder of each domestic corporation that is a party to this merger identified in Paragraph 8 below the amount, if any, to which said shareholder(s) are entitled under section 607.1302, F.S.

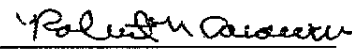
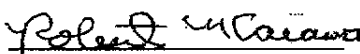
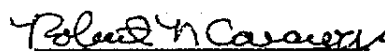
8.

The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
KEY LARGO ISLAND ADVENTURES, INC.	FLORIDA
IT'S A DIVE ISLAND ADVENTURES, INC.	FLORIDA

9.

The signatures for each corporation:

<u>Name of Corporation</u>	<u>Signature</u>	<u>Name of Individual and Corporate Title</u>
SOUTHERN WATERSPORTS, INC.		Robert N. Carawan, President
KEY LARGO ISLAND ADVENTURES, INC.		Robert N. Carawan, President
IT'S A DIVE ISLAND ADVENTURES, INC.		Robert N. Carawan, President