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MERGER OR SHARE EXCHANGE

Ship 'N' Shore Cruises, LLC

Certificate of Status	0
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DIVISION OF CORPORATIONS

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12/08/04

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street Address	Jurisdiction	Entity Type
<u>1. Ship 'N' Shore Cruises, Inc.</u> <u>c/o National Leisure Group, Inc.</u> <u>100 Sylvan Road, Suite 600</u> <u>Woburn, MA 01801</u> Florida Document/Registration Number: <u>JB1811</u>	<u>Florida</u> <div style="font-size: 2em; margin-top: 10px;">JG1911</div>	<u>Corporation</u> FEI Number: <u>59-2787297</u>
<u>2.</u> Florida Document/Registration Number: _____	_____	FEI Number: _____
<u>3.</u> Florida Document/Registration Number: _____	_____	FEI Number: _____
<u>4.</u> Florida Document/Registration Number: _____	_____	FEI Number: _____

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(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u> <u>Ship 'N' Shore Cruises, LLC</u> <u>c/o National Leisure Group, Inc.</u> <u>100 Sylvan Road, Suite 600</u> <u>Woburn, MA 01801</u>	<u>Jurisdiction</u> <u>Delaware</u>	<u>Entity Type</u> <u>Limited liability co.</u>
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Florida Document/Registration Number: _____ FBY Number: Applied for. _____

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

OK
2:00 p.m. E.S.T. on December 8, 2004

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity

Signature(s)

Typed or Printed Name of Individual

Ship 'N' Shore Cruises, Inc.

Stephan Spohn

Ship 'N' Shore Cruises, LLC

Stephen Spohn

(Attach additional sheet(s) if necessary)

Agreement and Plan of Merger

This Agreement and Plan of Merger (this "Agreement") is made as of December 8, 2004, between Ship 'N' Shore Cruises, LLC, a Delaware limited liability company ("SNS LLC"), and Ship 'N' Shore Cruises, Inc., a Florida corporation ("SNS Inc."), in accordance with Section 209 of the Limited Liability Company Act of the State of Delaware and Section 1108 of the Florida Business Corporation Act.

WITNESSETH:

WHEREAS, Blue Sea Partners, Inc., a Delaware corporation ("Blue Sea"), is the sole member of SNS LLC and the sole stockholder of SNS Inc.

WHEREAS, the Board of Directors of SNS Inc. and Blue Sea, in its capacity as the sole member of SNS LLC, desire to merge SNS Inc. with and into SNS LLC pursuant to the terms and conditions of this Agreement (the "Merger");

WHEREAS, the Board of Directors of SNS Inc. has adopted a resolution approving this Agreement and submitting it to Blue Sea, in its capacity as the sole stockholder of SNS Inc.;

WHEREAS, Blue Sea, in its capacity as sole stockholder of SNS Inc. has adopted a resolution approving this Agreement; and

WHEREAS, Blue Sea, in its capacity as the sole member of SNS LLC, has adopted a resolution approving this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, SNS LLC and SNS Inc. hereby agree as follows:

Section 1. General.

- 1.1. The Merger. At the Effective Time (as defined in this Section 1) of the Merger, SNS Inc. (the "Non-Surviving Corporation") shall be merged with and into SNS LLC, the separate corporate existence of Non-Surviving Corporation shall cease and SNS LLC shall continue as the surviving limited liability company (the "Surviving LLC").
- 1.2. Name of Surviving LLC. The name of the Surviving LLC shall be Ship 'n' Shore Cruises, LLC.
- 1.3. Limited Liability Company Agreement of Surviving LLC. At the Effective Time, automatically and without any further action, the Limited Liability Company Agreement of SNS LLC shall be the Limited Liability Company Agreement of the Surviving LLC.
- 1.4. Member of Surviving LLC. From and after the Effective Time, the member of SNS LLC shall continue as the member of the Surviving LLC, subject to the

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provisions of the Amended and Restated Limited Liability Company Agreement of the Surviving LLC.

- 1.5. Property and Liabilities of the Non-Surviving Corporation. At the Effective Time, the separate existence of the Non-Surviving Corporation shall cease and the Surviving LLC shall, from and after the Effective Time, possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as a private nature, of the Non-Surviving Corporation and be subject to all restrictions, liabilities and duties of the Non-Surviving Corporation; all rights, privileges, powers and franchises of the Non-Surviving Corporation, all property, real, personal and mixed, of and debts due to the Non-Surviving Corporation on whatever account including stock subscriptions and all other things in action or belonging to the Non-Surviving Corporation shall be vested in the Surviving LLC; and all property, rights, privileges, powers, franchises and all other interests of the Non-Surviving Corporation shall be thereafter as effectually the property of the Surviving LLC as they were of the Non-Surviving Corporation and the title to any real estate vested by deed or otherwise in the Non-Surviving Corporation shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Non-Surviving Corporation shall be preserved unimpaired and all debts, liabilities and duties of the Non-Surviving Corporation shall thenceforth attach to the Surviving LLC and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against any of the Non-Surviving Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving LLC may be substituted in such action or proceeding.

- 1.6. Further Assurance. SNS Inc. agrees that at any time, or from time to time, as and when requested by the Surviving LLC, or by its successors or assigns, it will execute and deliver or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving LLC, all such conveyances, assignments, transfers, deeds or other instruments and will take or cause to be taken such further or other action as the Surviving LLC, or its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving LLC, or its successors or assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests referred to in this Section 1 and otherwise to carry out the intent and purposes hereof.

- 1.7. Effective Time. This Agreement shall become effective at 2:00 p.m. E.S.T. on December 8, 2004 (the "Effective Time").

Section 2. Treatment of Securities.

- 2.1. Merger. As of the Effective Time, automatically and without further action, all common stock of SNS Inc. shall be canceled without consideration.

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Section 3. Miscellaneous.

- 3.1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one Agreement.

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Agreement and Plan of Merger

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SHIP 'N' SHORE CRUISES, LLC

By: Blue Sea Partners, Inc., its sole Member

By: 
Name: Stephen Spohn
Title: Treasurer

SHIP 'N' SHORE CRUISES, INC.

By: 
Name: Stephen Spohn
Title: Treasurer

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