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MERGER OR SHARE EXCHANGE

MV 51 Investments, LLC

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|-----------------------|-------------------------|
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**CERTIFICATE OF MERGER
OF
ANUVA ENTERPRISES, INC.,
a North Carolina corporation
WITH AND INTO
MV 51 INVESTMENTS, LLC,
a Florida limited liability company**

Anuva Enterprises, Inc., a North Carolina corporation ("Anuva") and MV 51 Investments, LLC, a Florida limited liability company ("MV 51"), pursuant to the provisions of Section 608.4382, Florida Statutes and Section 55-11-10, North Carolina General Statutes, hereby certify in connection with the merger of Anuva into MV 51 that:

1. Plan of Merger.

1.1 The name and state of incorporation for each entity to the merger is as follows:

Anuva Enterprises, Inc., a North Carolina corporation, having a North Carolina Document ID Number: C200604100415. The FEI number is 20-4410725.

MV 51 Investments, LLC, a Florida limited liability company, having a Florida Document Number: L07000024146. The FEI number is 20-8567636.

1.2 Upon filing of the Certificate of Merger, Anuva shall be merged into MV 51, with MV 51 being the surviving entity of the merger and the separate corporate existence of Anuva shall cease. All property, rights, privileges, policies and franchises of Anuva shall vest in MV 51 and debts, liabilities and duties of Anuva shall become the debts, liabilities and duties of MV 51 as provided in the Agreement and Plan of Merger between Anuva and MV 51.

1.3 Each issued and outstanding share of common stock of Anuva shall, upon filing of this Certificate of Merger, be automatically converted into one (1) membership unit of MV 51.

1.4 The name, street address of its principal office, jurisdiction and entity type of the surviving entity is as follows:

| <u>Name & Street Address</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|--|---------------------|---------------------------|
| MV 51 Investments, LLC 150 Lansing Island Drive Indian Harbour Beach, FL 32937 | Florida | Limited Liability Company |

MV 51 commits to file with the Secretary of State of North Carolina a statement of any change in such address.

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

2. The Certificate of Merger shall be effective upon the filing of the Certificate of Merger in the Florida Secretary of State, Tallahassee, Florida and Articles of Merger with the North Carolina Secretary of State, Raleigh, North Carolina.

3. The Plan of Merger has been approved in the manner required by law by both Anuva and MV 51.

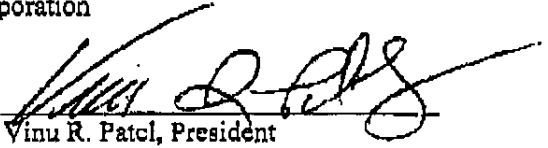
4. More specifically The Plan of Merger has been approved, adopted, certified executed and acknowledged by (a) the directors of Anuva at a special meeting of the board of directors, and (b) the shareholders of Anuva by unanimous written consent.

5. Further, the Plan of Merger has been approved, adopted, certified, executed and acknowledged by the members of MV 51 by unanimous written consent.

6. The merger contemplated herein is permitted under the laws of the State of Florida and of North Carolina and is not prohibited by the Articles of Incorporation of Anuva or by the Articles of Organization of MV 51. Anuva and MV 51 have complied with or shall comply with such applicable laws in effecting the merger.

IN WITNESS WHEREOF, each of the undersigned has made and subscribed to the Certificate of Merger, this 3rd day of October, 2007.

ANUVA ENTERPRISES, INC., a North Carolina corporation

By: 
Vinu R. Patel, President

MV 51 INVESTMENTS, LLC, a Florida limited liability company

By: 
Vinu R. Patel, a Manager

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AGREEMENT AND PLAN OF MERGER

This Agreement dated this 30 day of October, 2007, by and between ANUVA ENTERPRISES, INC., a North Carolina corporation ("Anuva") and MV 51 INVESTMENTS, LLC, a Florida limited liability company ("MV 51").

RECITALS:

A. The Board of Directors and Shareholders of Anuva and the Members of MV 51 deem it advisable and in the best interests of both entities that Anuva be merged with and into MV 51 with MV 51 being the surviving company pursuant to the laws of the State of Florida and upon the terms and conditions set forth herein; and

B. The Board of Directors and Shareholders of Anuva and the Members of MV 51 have unanimously approved the merger of Anuva into MV 51 in accordance with the provisions of Section 608.4382, Florida Statutes and Section 55-11-10, North Carolina General Statutes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
MERGER**

1.1 Anuva shall be merged with and into MV 51 in accordance with the laws of the State of Florida and the State of North Carolina. The separate corporate existence of Anuva shall thereby cease, and MV 51 shall be the surviving company.

1.2 The surviving company shall be MV 51 Investments, LLC, a Florida limited liability company, having a business address of 150 Lansing Island Drive, Indian Harbour Beach, FL 32937.

1.3 The effective date ("Effective Date") of the merger shall be that date when the Certificate of Merger is filed in the office of the Florida Secretary of State, Tallahassee, Florida and the Articles of Merger are filed with the North Carolina Secretary of State, Raleigh, North Carolina at which time the separate existence of Anuva shall cease.

1.4 MV 51, the surviving company, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the articles of organization and operating agreement of the merged entities. All of the rights, privileges, powers and franchises of Anuva, of a public as well as of a private nature, and all property, real, personal and mixed of Anuva, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in MV 51 without further act or deed; and all such property, rights, privileges, immunities and franchises, of a

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public as well as of a private nature, and all and every other interest of MV 51 shall thereafter be as effectually the property of Anuva as was the case for MV 51.

1.5 From and after the Effective Date, MV 51 shall be subject to the duties and liabilities of a company organized under the laws of the State of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or Anuva may be proceeded against or substituted in place of MV 51. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of MV 51 shall continue unaffected and unimpaired by the merger.

**ARTICLE II
TERMS AND CONDITIONS OF THE MERGER**

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon the Effective Date.

2.2 Prior to the Effective Date, each entity shall take all such action as all be necessary or appropriate in order to effect the merger. If at any time after the Effective Date, the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of the merging corporation, or the limited liability company into MV 51, each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to MV 51 title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

**ARTICLE III
ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT;
MEMBERS**

The Articles of Organization and Operating Agreement of MV 51, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Articles of Organization and Operating Agreement of the surviving company until duly amended in accordance with the provisions therein set forth and the Code of Florida, and no change to the Articles of Organization or Operating Agreement shall be effected by the merger.

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**ARTICLE IV
CONVERSION OF SHARES INTO MEMBER UNITS**

Upon the Effective Date, each issued and outstanding share of common stock of Anuva shall be converted into one (1) Member Unit of MV 51.

**ARTICLE V
MISCELLANEOUS**

5.1 This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

5.2 In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

5.3 This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.

5.4 Any notice, demand, request, consent or other instrument which may be or is required to be given under this Agreement shall be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or deposited with a reputable overnight courier service such as Federal Express, and addressed to such party at its address set forth below, or when transmitted by facsimile transmission to the respective parties at the numbers specified below, or at such other place as either party may designate by written notice to the other. Any written notice sent by mail should be deemed to have been served as of the next regular day for delivery or mail after the date it was mailed in accordance with the foregoing provisions. For purposes of this Agreement, notice shall be sent as follows:

To Anuva: 4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607

To MV 51: 150 Lansing Island Drive
Indian Harbour Beach, FL 32937

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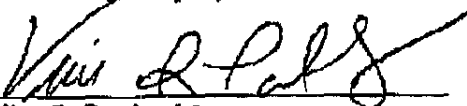
5.5 This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the directors and the shareholders of Anuva and by the Members of MV 51 by unanimous written consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first stated above.

ANUVA ENTERPRISES, INC., a
North Carolina corporation

By: 
Vinu R. Patel, President

MV 51 INVESTMENTS, LLC, a Florida
limited liability company

By: 
Vinu R. Patel, a Manager

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