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NAME: CROSSCURRENT MARINE SOUTH LLC

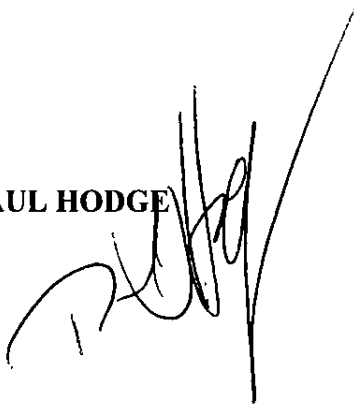
TYPE OF FILING: MERGER

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AUTHORIZATION: ABBIE/PAUL HODGE



CERTIFICATE OF MERGER

Pursuant to Section 608.4382 of the Florida Limited Liability Company Act, CrossCurrent Marine, LLC a Rhode Island limited liability company ("CCM-RI"), proposes to merge into CrossCurrent Marine South, LLC, a Florida limited liability company ("CCM-South"), and in connection therewith, the limited liability companies submit the following:

- FIRST: The surviving party will be CrossCurrent Marine South, LLC, a Florida limited liability company and the name of the surviving party will be CrossCurrent Marine South, LLC.
- SECOND: The Agreement and Plan of Merger (the "Plan") was entered into on November 30, 2010 by and between CCM-RI and CCM-South, a copy of which is attached hereto as Exhibit A.
- THIRD: The Plan was approved by written consent of the sole member of CCM-South, in accordance with applicable provisions of the Florida Limited Liability Company Act, on November 30, 2010.
- FOURTH: The Plan was approved by written consent of the sole member of CCM-RI, in accordance with applicable provisions of the Rhode Island Limited Liability Company Act, on November 30, 2010.
- FIFTH: The effective date of the merger shall be upon the filing of this Certificate of Merger with the Florida Secretary of State.

This Certificate of Merger has been executed as of this 30th day of November 2010 by an authorized representative of each of the parties as evidenced by the signatures set forth below.

CrossCurrent Marine South, LLC,
A Florida limited liability company

By: 

R. Craig Crossley, Sole Member

CrossCurrent Marine, LLC,
A Rhode Island limited liability company

By: 

R. Craig Crossley, Sole Member

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), dated as of November 30, 2010 is by and between CrossCurrent Marine, LLC, a Rhode Island limited liability company ("CCM-RI"), and CrossCurrent Marine South, LLC, a Florida limited liability company ("CCM-South").

WITNESSETH:

WHEREAS, CCM-RI is a limited liability company duly organized and existing under the laws of the State of Rhode Island;

WHEREAS, CCM-South is a limited liability company duly organized and existing under the laws of the State of Florida;

WHEREAS, both CCM-RI and CCM-South are owned by the same individual who desires to merge CCM-RI with and into CCM-South;

WHEREAS, the Sole Member of CCM-RI and CCM-South has determined that it is advisable and in the best interests of each of such companies that CCM-RI merge with and into CCM-South in accordance with the statutory laws of the State of Florida and the State of Rhode Island, thereby continuing the business with the intention being that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code 1986, as amended (the "Code"), upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the Sole Member of CCM-RI by written consent dated November 30, 2010 duly approved this Merger Agreement and the Sole Member of CCM-South by written consent dated November 30, 2010 duly approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, CCM-RI and CCM-South hereby agree as follows:

1. Merger. CCM-RI will be merged with and into CCM-South (the "Merger"), and CCM-South shall be the surviving company (hereinafter sometimes referred to as the "Surviving Company"). The merger shall become effective upon the time and date of filing of such documents as may be required under applicable law or such later date as provided in such documents ("Effective Time"). The merger is intended to qualify as a tax-free exchange under applicable provisions of the Code.

2. Governing Documents. The Articles of Organization and Operating Agreement of CCM-South as in effect immediately prior to the Effective Time shall be the Articles of Organization and Operating Agreement of the Surviving Company, as the same may thereafter be amended from time to time in accordance with the Company's governing documents and applicable laws.

3. Succession. At the Effective Time:

(a) The separate legal existence of CCM-RI shall cease, and the existence of the Surviving Company shall remain unimpaired and it shall possess all the rights, privileges, powers and franchises of a public and private nature and be subject to all the restrictions, liabilities and duties of CCM-RI;

(b) All and singular rights, privileges, powers and franchises of CCM-RI and all property, real, personal and mixed, and all debts due to CCM-RI on whatever account, and all other things in action or belonging to CCM-RI shall be vested in the Surviving Company;

(c) All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of CCM-RI, and the title to any real estate vested by deed or otherwise, under the laws of the State of Rhode Island or the State of Florida, or of any of the other states of the United States of America, in CCM-RI shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of CCM-RI shall be preserved unimpaired;

(d) All debts, liabilities and duties of CCM-RI shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it;

(e) All limited liability company acts, plans, policies, agreements, arrangements, approvals and authorizations of CCM-RI, its Members, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to CCM-RI;

(f) The Surviving Company shall be subject to suit, and the Surviving Company hereby agrees that it may be sued, in the State of Rhode Island for as long as any liability remains outstanding in the State of Rhode Island for any prior obligation of CCM-RI; and

(g) The Surviving Company hereby irrevocably appoints the Secretary of State of the State of Rhode Island as its agent to accept service of process in any action for the enforcement of any obligation specified in Section 3(f) of this Merger Agreement, including taxes.

4. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of CCM-RI such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interest, assets, rights, privileges, immunities, powers, franchises and authority of

CCM-RI and otherwise to carry out the purposes of this Merger Agreement, and the Members of the Surviving Company are fully authorized in the name and on behalf of CCM-RI to take any and all such action and to execute and deliver any and all deeds and other instruments.

5. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

The Sole Member's interest in CCM-RI as of the Effective Time shall be converted into or exchanged for an ownership interest in the Surviving Company equal to the interest so surrendered.

6. Amendment. Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

7. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Members of either of CCM-RI or CCM-South, if circumstances arise which, in the opinion of the Members of CCM-RI or CCM-South make the Merger inadvisable.

{Signatures follow on next page}

IN WITNESS WHEREOF, CCM-RI or CCM-South have caused this Merger Agreement to be signed by their respective duly authorized Members as of the date first above written.

CrossCurrent Marine, LLC,
A Rhode Island limited liability company

By: 

Name: R. Craig Crossley

Title: Sole Member

CrossCurrent Marine South, LLC,
A Florida limited liability company

By: 

Name: R. Craig Crossley

Title: Sole Member