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MERGER OR SHARE EXCHANGE

Blue Water Dealer Services, Inc.

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**ARTICLES OF MERGER**

**BLUE WATER FINANCE & INSURANCE CREW, INC.  
 LAND AND SEA DEALER SERVICE, INC.  
 LAND AND SEA FINANCE AND INSURANCE, INC.  
 INTO  
 BLUE WATER DEALER SERVICES, INC.**

EFFECTIVE DATE  
 11-30-06

The following Articles of Merger are being submitted in accordance with Section 607.1105 of the Florida Business Corporation Act.

**FIRST:** The name and jurisdiction of the surviving entity is as follows:

Name and Street Address	Jurisdiction	Florida Document Number
Blue Water Dealer Services, Inc.	Florida	P004000136801

**SECOND:** The name and jurisdiction of each merging corporation are as follows:

Name and Street Address	Jurisdiction	Florida Document Number
Blue Water Finance & Insurance Crew, Inc. 616 SE Dixie Highway Stuart, FL 34997	Florida	P04000110664
Land and Sea Dealer Service, Inc. 2707 ALT 9 N #602 Palm Harbor, FL 34683	Florida	P06000119452
Land and Sea Finance and Insurance, Inc. 2707 ALT 9 N #602 Palm Harbor, FL 34683	Florida	P06000119447

**THIRD:** The Plan of Merger is attached.

**FOURTH:** The merger shall become effective at the close of business on November 30, 2006.

**FIFTH:** The Plan of Merger was adopted by the shareholders of the surviving corporation on November 14, 2006.

**SIXTH:** The Plan of Merger was adopted by the shareholders of the merging corporations on November 14, 2006.

***(SIGNATURE PAGE FOLLOWS)***

Dated this 21st day of November 2006

**BLUE WATER DEALER SERVICES, INC.**

By: Marsha T. Vaughn  
Name: Marsha T. Vaughn  
Title: Assistant Secretary

**BLUE WATER FINANCE & INSURANCE CREW, INC.**

By: Marsha T. Vaughn  
Name: Marsha T. Vaughn  
Title: Assistant Secretary

**LAND AND SEA DEALER SERVICE, INC.**

By: Marsha T. Vaughn  
Name: Marsha T. Vaughn  
Title: Assistant Secretary

**LAND AND SEA FINANCE AND INSURANCE, INC.**

By: Marsha T. Vaughn  
Name: Marsha T. Vaughn  
Title: Assistant Secretary

**AGREEMENT AND PLAN OF MERGER**  
**OF**  
**BLUE WATER FINANCE & INSURANCE CREW, INC.**  
**LAND AND SEA DEALER SERVICE, INC.**  
**LAND AND SEA FINANCE AND INSURANCE, INC.**  
**AND**  
**BLUE WATER DEALER SERVICES, INC.**

**THIS AGREEMENT OF MERGER** (the "Agreement") is made and entered into as of the 21st day of November 2006, by and between Blue Water Finance and Insurance Crew, Inc., a Florida corporation ("Blue Water Finance"), Land and Sea Dealer Service, Inc., a Florida Corporation (Land and Sea Dealer"), and Land and Sea Finance and Insurance, Inc., a Florida corporation ("Land and Sea Finance" and, together with Blue Water Finance and Land and Sea Dealer, the "Merging Entities"), and Blue Water Dealer Services, Inc., a Florida corporation (the "Surviving Entity"), and hereby executes the following Agreement pursuant to Section 607.1101 of the Florida Statutes.

**WITNESSETH:**

**WHEREAS**, the Merging Entities are corporations duly incorporated and existing under and by virtue of the laws of the State of Florida;

**WHEREAS**, the Surviving Entity is a corporation duly incorporated and existing under and by virtue of the laws of the State of Florida; and

**WHEREAS**, pursuant to duly authorized action by their respective boards of directors, the Merging Entities and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law.

**NOW THEREFORE**, in consideration of the mutual premises herein contained, the Merging Entities and the Surviving Entity hereby agree as follows:

1. **MERGER.** The Merging Entities and the Surviving Entity agree that the Merging Entities shall be merged with and into the Surviving Entity, upon the terms and conditions set forth in this Agreement, and the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity.

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Entities shall cease to exist, and all the property of the Merging Entities shall become the property of the Surviving Entity as the surviving entity of the Merger.

3. **CHARTER DOCUMENTS.** As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

(a) Articles of Incorporation. The Articles of Incorporation of the Surviving Entity in effect at the Effective Time shall continue as the Articles of Incorporation of the Surviving Entity except that Article I of the Articles of Incorporation of the Surviving Entity shall be amended to change the name of the Surviving entity to "BLUE WATER FINANCE AND INSURANCE, INC."

(b) By-Laws. The By-Laws of the Surviving Entity in effect at the Effective Time shall continue as the By-Laws of the Surviving Entity.

4. **MANNER AND BASIS OF CONVERTING STOCK.** At the Effective Time, (i) all of the issued and outstanding shares of capital stock in the Merging Entities shall be surrendered to the Surviving Entity and canceled, and no additional shares of capital stock of the Surviving Entity or other property will be issued in exchange therefor, and (ii) all of the outstanding shares of capital stock the Surviving Entity shall remain outstanding, and the current stockholders of the Surviving Entity shall continue to be the stockholders of the Surviving Entity, as it was prior to the Effective Time.

5. **APPROVAL.** The Merger contemplated by the Agreement has previously been submitted to and approved by the respective boards of directors of the Merging Entities and the Surviving Entity, and the shareholders of the Merging Entities and the Surviving Entity. The proper officers of the Merging Entities and the Surviving Entity, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE TIME OF MERGER.** The Merger shall be effective at the close of business on November 30, 2006 (the "Effective Time").

7. **MISCELLANEOUS.**

(a) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the stockholder of the

Merging Entity and the stockholder(s) of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) Complete Agreement. This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed, or modified except by a writing signed by the party to be charged by said amendment, change, or modification.

(d) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original instrument, but all of such counterparts together shall constitute but one Agreement.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be entered into as of the date first above written.

**BLUE WATER FINANCE & INSURANCE  
CREW, INC.**

By: Marsha T. Vaughn  
Name: Marsha T. Vaughn  
Title: Assistant Secretary

**LAND AND SEA DEALER SERVICE, INC.**

By: Marsha T. Vaughn  
Name: Marsha T. Vaughn  
Title: Assistant Secretary

**LAND AND SEA FINANCE AND INSURANCE,  
INC.**

By: Marsha T. Vaughn  
Name: Marsha T. Vaughn  
Title: Assistant Secretary

**BLUE WATER DEALER SERVICES, INC.**

By: Marsha T. Vaughn  
Name: Marsha T. Vaughn  
Title: Assistant Secretary