

PO5000083853

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

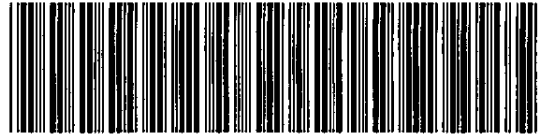
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000113341090

12/24/07--01044--026 **100.00

EFFECTIVE DATE

10/31/07

FILED
SECRETARY OF STATE
TALLAHASSEE FLORIDA

07 DEC 24 AM 11:46

N. Oulligan DEC 27 2007



Doane & Doane, P.A.

ATTORNEYS AT LAW

Claire R. Waters

Legal Assistant

cwaters@doanelaw.com

December 21, 2007

Federal Express

Florida Division of Corporations
2661 Executive Center Circle
Clifton Building
Tallahassee, FL 32301

Re: Articles of Merger – Marinas.com, Inc. to GMV Holdings, LLC
Articles of Merger – Airphotosplus, Inc. to GMV Holdings, LLC

To Whom It May Concern:

Enclosed are the following documents in connection with the above captioned mergers:

1. Our check payable to the Division of Corporations in the amount of \$100.00 covering the mergers of both LLCs.
2. Original Articles of Merger from Marinas.com, Inc. (a Florida Corporation) to GMV Holdings, LLC, (a Delaware Limited Liability Company) together with a copy of the Agreement of Merger and Plan of Merger and Reorganization for Marinas.com, Inc.
3. Original Articles of Merger from Airphotosplus, Inc. (a Florida Corporation) to GMV Holdings, LLC, (a Delaware Limited Liability Company) together with a copy of the Agreement of Merger and Plan of Merger and Reorganization for Airphotosplus, Inc.

Please return one certified copy of each Articles of Merger to Doane & Doane, P.A., 2000 PGA Blvd., Suite 4410, North Palm Beach, Florida 33408.

Thank you for your attention to this matter.

Sincerely,

Claire R. Waters
Legal Assistant

/crw

Enclosures

cc: Mr. and Mrs. Bruce N. Harris

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:

	<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1.	MARINAS.COM, INC. 3219 W. Channel Circle Jupiter, FL 33477	Florida	Corporation
	Florida Document/Registration Number: P05000083853 FEI Number: 20-2976267		
2.	GMV HOLDINGS, LLC. 3219 W. Channel Circle Jupiter, FL 33477	Delaware	Limited Liability Company

Delaware Document/Registration Number: 4457366
FEI Number: 26-1600213

(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>Jurisdiction</u>	<u>Entity Type</u>
1.	GMV HOLDINGS, LLC. 3219 W. Channel Circle Jupiter, FL 33477	Delaware	Limited Liability Company

Delaware Document/Registration Number: 4457366
FEI Number: 26-1600213

THIRD: The attached Agreement of Merger and Plan of Merger and Reorganization 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 Agreement of Merger and Plan of Merger and Reorganization was approved by the other business entity that is party to the merger in accordance with the respective laws of all applicable jurisdictions.

FILED
07 DEC 24 AM 11:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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.

NINTH: The merger shall become effective as of:

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


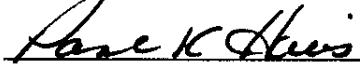
OR

DECEMBER 31, 2007
(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.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
MARINAS.COM, INC.		PAMELA K. HARRIS, President
GMV HOLDINGS, LLC.		PAMELA K. HARRIS, President, MARINAS.COM, INC., Managing Member

(Attach additional sheet(s) if necessary)

**Agreement of Merger and Plan of Merger and Reorganization
for Marinas.Com, Inc.**

An Agreement of Merger and Plan of Merger and Reorganization dated December 18, 2007 (hereinafter the "Agreement") is entered into by and between MARINAS.COM, INC., a Florida corporation (hereinafter called "MARINAS.COM, INC.") and GMV HOLDINGS, LLC, a Delaware Limited Liability Company (hereinafter called "GMV HOLDINGS, LLC").

WHEREAS:

1. The Board of Directors of MARINAS.COM, INC. and the Managing Member of GMV HOLDINGS, LLC have resolved that MARINAS.COM, INC. be merged, pursuant to the General Corporation Law of the State of Delaware and the Corporate laws of the State of Florida, into a single Limited Liability Company existing under the laws of the State of Delaware, to wit, GMV HOLDINGS, LLC, which shall be the surviving entity (GMV HOLDINGS, LLC, in its capacity as such surviving entity being sometimes referred to herein as the "Surviving Entity") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

2. The authorized capital stock of MARINAS.COM, INC. consists of 1,000 shares of Common Stock with a par value of \$1.00 per share (hereinafter called "MARINAS.COM, INC. Common Stock"), of which 1,000 shares are issued and outstanding;

3. The authorized Membership Units of GMV HOLDINGS, LLC consists of 1,000 Membership Units (hereinafter called "GMV HOLDINGS, LLC Membership Units"), 1,000 units of which are issued and outstanding; and

4. The Boards of Directors of MARINAS.COM, INC. and the Managing Member of GMV HOLDINGS, LLC have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the General Corporation Law of the State of Delaware and the Corporate laws of the State of Florida that MARINAS.COM, INC. shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single company existing under the laws of the State of Delaware, to wit, GMV HOLDINGS, LLC, which shall be the Surviving Entity, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Stockholders' Meetings; Filings; Effects of Merger

1.1 MARINAS.COM, INC. Stockholders' Meeting. MARINAS.COM, INC. shall call a meeting of its stockholders to be held in accordance with the Corporate laws of the State of Florida at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Action by MARINAS.COM, INC. as Sole Member of GMV HOLDINGS, LLC. On or before December 18, 2007, MARINAS.COM, INC., as the sole member of GMV HOLDINGS, LLC, shall adopt this Agreement in accordance with the General Corporation Law of the State of Delaware.

1.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of MARINAS.COM, INC. in accordance with the Corporate laws of the State of Florida, (b) this Agreement has been adopted by MARINAS.COM, INC. as the sole member of GMV HOLDINGS, LLC, in accordance with the General Corporation Law of the State of Delaware, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the General Corporation Law of the State of Delaware and Articles of Merger shall be filed in accordance with the Corporate laws of the State of Florida. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the calendar day following the day of such filing in Delaware, which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of MARINAS.COM, INC. shall cease, and MARINAS.COM, INC. shall be merged into GMV HOLDINGS, LLC which, as the Surviving Entity, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of MARINAS.COM, INC.; and all and singular, the rights, privileges, powers, and franchises of MARINAS.COM, INC., and all property, real, personal, and mixed, and all debts due to MARINAS.COM, INC. on whatever account, as well for stock subscriptions and all other things in action or belonging to MARINAS.COM, INC., shall be vested in the Surviving Entity; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of MARINAS.COM, INC., and the title to any real estate vested by deed or otherwise, under the laws of Delaware or Florida or any other jurisdiction, in MARINAS.COM, INC., shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of MARINAS.COM, INC. shall be preserved unimpaired, and all debts, liabilities, and duties of MARINAS.COM, INC. shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of MARINAS.COM, INC. or the corresponding officers of the Surviving Entity, may, in the name of MARINAS.COM, INC., execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Entity may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Entity title to and possession of all MARINAS.COM, INC.'s property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Entity; Certificate of Formation; Operating Agreement

2.1 Name of Surviving Entity. The name of the Surviving Corporation from and after the Effective Date shall be GMV HOLDINGS, LLC.

2.2 Certificate of Formation. The Certificate of Formation of GMV HOLDINGS, LLC as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Formation of the Surviving Entity until changed or amended as provided by law except that Article FIRST shall be amended in accordance with 2.1 hereof.

2.3 Operating Agreement. The Operating Agreement of GMV HOLDINGS, LLC, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Entity until amended as provided therein.

3. Status and Conversion of Securities

The manner and basis of converting the shares of the capital stock of MARINAS.COM, INC. and the nature and amount of securities of GMV HOLDINGS, LLC which the holders of shares of MARINAS.COM, INC. Common Stock are to receive in exchange for such shares are as follows:

3.1 MARINAS.COM, INC. Common Stock. Each one share of MARINAS.COM, INC. Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid share of GMV HOLDINGS, LLC Membership Unit, and outstanding certificates representing shares of MARINAS.COM, INC. Common Stock shall thereafter represent shares of GMV HOLDINGS, LLC Membership Units. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Entity.

3.2 GMV HOLDINGS, LLC Membership Interests Held by MARINAS.COM, INC. All issued and outstanding shares of GMV HOLDINGS, LLC Membership Units held by MARINAS.COM, INC. immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist and certificates representing such shares shall be cancelled.

4. Miscellaneous

4.1. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement by the shareholders of MARINAS.COM, INC., if the Board of Directors of MARINAS.COM, INC. or of the Surviving Entity duly adopt a resolution abandoning this Agreement.

4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by
MARINAS.COM, INC. and GMV HOLDINGS, LLC, all on the date first above
written.

ATTEST:

MARINAS.COM, INC.

Jeanna B. Carroll
Witness

By: Pamela K. Harris
PAMELA K. HARRIS, President

(SEAL)

ATTEST:

GMV HOLDINGS, LLC

Jeanna B. Carroll
Witness

By: Pamela K. Harris
PAMELA K. HARRIS, President of
MARINAS.COM, INC.,
Managing Member

(SEAL)

FILED
07 DEC 24 AM 11:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA