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**MERGER OR SHARE EXCHANGE
NEW ENGLAND MARINE HOLDINGS, INC.**

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|-----------------------|---------|
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ARTICLES OF MERGER
(Profit Corporations)

H11000

The following articles of merger are submitted in accordance with the Florida Business Corporat pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|--|---------------------|--|
| <u>New England Marine Holdings, Inc.</u> | <u>Florida</u> | |

Second: The name and jurisdiction of each merging corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|--|----------------------|--|
| <u>New England Marine Holdings Co., Inc.</u> | <u>Massachusetts</u> | |
| <u>New England Marine Holdings, Inc.</u> | <u>Florida</u> | |
| | | |
| | | |

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Department of State.

OR _____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on December

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December

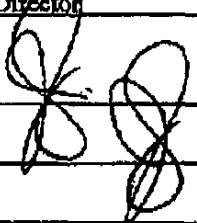
The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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Seventh: SIGNATURES FOR EACH CORPORATION

H110003

| <u>Name of Corporation</u> | <u>Signature of an Officer or Director</u> | <u>Typed or Printed Name of Individual</u> |
|---------------------------------------|--|--|
| New England Marine Holdings Co., Inc. |  | John A. Lees, Jr., President |
| New England Marine Holdings, Inc. | | John A. Lees, Jr., President |
| | | |
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AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (the "Merger Agreement") is made and entered into as of December 30, 2011 by and between New England Marine Holdings Co., Inc., a Massachusetts corporation ("New England Marine - MA"), and New England Marine Holdings, Inc., a Florida corporation ("New England Marine - FL").

WHEREAS, New England Marine - MA is a corporation duly organized and exists under the laws of the Commonwealth of Massachusetts;

WHEREAS, New England Marine - FL is a corporation duly organized and exists under the laws of the State of Florida;

WHEREAS, on the date of this Merger Agreement, New England Marine - MA has authority to issue one thousand (1,000) shares of Common Stock, par value of \$0.01, of which one hundred (100) shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, New England Marine - FL has authority to issue one thousand (1,000) shares of Common Stock, par value of \$0.01, of which one hundred (100) shares are issued and outstanding;

WHEREAS, the respective Boards of Directors of New England Marine - MA and New England Marine - FL have determined that it is advisable and in the best interests of each corporation that New England Marine - MA merge with and into New England Marine - FL in a tax-free reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended, upon the terms and subject to the conditions of this Merger Agreement; and

WHEREAS, the Board of Directors of New England Marine - MA and New England Marine - FL by unanimous written consents dated December 30, 2011 duly approved this Agreement; and

WHEREAS, the shareholder of New England Marine - MA and New England Marine - FL by written consent dated December 30, 2011 duly approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein, New England Marine - MA and New England Marine - FL hereby agree as follows:

1. **Merger.** New England Marine - MA will be merged with and into New England Marine - FL (the "Merger"), and New England Marine - FL shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The merger shall be effective upon the time and date of filing of such documents as may be required under law or such later date as provided in such documents ("Effective Time"). The merger to be a tax-free reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended.

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2. Governing Documents. The Articles of Incorporation of New England Marine - MA as in effect immediately prior to the Effective Time, a copy of which is attached hereto as Exhibit A, shall be the Articles of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Time, a copy of which is attached hereto as Exhibit B, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. Succession. At the Effective Time:

(a) The separate corporate existence of New England Marine - MA shall terminate and the Surviving Corporation 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 New England Marine - MA;

(b) All and singular rights, privileges, powers and franchises of New England Marine - MA and all property, real, personal and mixed, and all debts due to New England Marine - MA on whatever account, as well as for share and note subscription and all other things in action or belonging to New England Marine - MA shall be transferred to the Surviving Corporation;

(c) All property, rights, privileges, powers and franchises, and all and every interest shall be thereafter as effectually the property of the Surviving Corporation as if the same were of New England Marine - MA, and the title to any real estate vested by deed or otherwise, under the laws of the Commonwealth of Massachusetts or the State of New York or of any of the other states of the United States, in New England Marine - MA shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors of New England Marine - MA shall be preserved until satisfied;

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

(e) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of New England Marine - MA, its shareholders, board of directors, committees thereof, 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 Corporation shall be as effective and binding thereon as the same were with respect to New England Marine - MA;

(f) The Surviving Corporation shall be subject to suit, and the Surviving Corporation hereby agrees that it may be sued, in the Commonwealth of Massachusetts

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for as long as any liability remains outstanding in the Commonwealth of Massachusetts for:

(i) any prior obligation of New England Marine - MA; and

(ii) any obligation thereafter incurred by the Surviving Corporation including any obligation to one or more dissenting New England Marine shareholders created by Section 13.02 of Chapter 156D of the Massachusetts Business Corporation Act;

(g) The Surviving Corporation hereby irrevocably appoints the Secretary of the Commonwealth of Massachusetts as its agent to accept service of process in any form for the enforcement of any obligation specified in Section 3(f) of this Merger Agreement including taxes, in the same manner as provided in Section 11.07 of Chapter 156C of the Massachusetts Business Corporation Act;

(h) The employees and agents of New England Marine - MA shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of New England Marine - MA.

4. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of New England Marine - MA such deeds and other instruments, and there shall be taken to be taken by it all such further and other action, as shall be appropriate or necessary to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to possession of all property, interest, assets, rights, privileges, immunities, powers, franchise authority of New England Marine - MA and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized to take the name and on behalf of New England Marine - MA to take any and all such action and execute and deliver any and all deeds and other instruments.

5. Conversion of Shares. At the Effective Time, by virtue of the Merger and any action on the part of the holder thereof:

(a) Each share of New England Marine - MA Common Stock outstanding immediately prior to the Effective Time shall be changed and converted into one fully-paid and non-assessable share of New England Marine - FL Common Stock

(b) The one (1) share of New England Marine - FL Common Stock previously issued and outstanding shall be given to the Surviving Corporation as a capital contribution and shall be canceled and resume the status of authorized and unissued shares of New England Marine - FL Common Stock, and no shares of other securities of the Surviving Corporation shall be issued in respect thereof;

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(c) Each share of New England Marine - MA Common Stock held in t immediately prior to the Effective Time shall be cancelled and resume the status of authorized and un-issued shares of New England Marine - FL Common Stock, and shares of other securities of the Surviving Corporation shall be issued in respect th

6. Conversion of Options. There are currently no options to purchase shares of England Marine - MA.

7. Stock Certificates. At and after the Effective Time, all of the certificates w immediately prior to the Effective Time represented outstanding shares of New England Marine - MA Common Stock shall be presented to the Surviving Corporation to be exch for certificates representing shares of the Surviving Corporation as herein provided. The registered owner of any such New England Marine - MA stock certificate shall, until suc certificate shall have been surrendered for transfer or otherwise accounted for to the Sur Corporation or its transfer agents, have and be entitled to exercise any voting and other r with respect to and to receive any dividends and other distributions upon the shares of Surviving Corporation evidenced by such outstanding certificate as above provided. The certificate representing one share of the Surviving Corporation outstanding immediately to the Effective Time shall be surrendered to the Surviving Corporation for cancellation; after the Effective Time, the share represented by such certificate shall be deemed to be canceled whether or not the certificate has been surrendered or otherwise accounted for.

8. Employee Benefit Plans. As of the Effective Time, the Surviving Corporat hereby assumes all obligations of New England Marine - MA under all employee benefit j effect, if any, as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding, if any, as of the Effective Time.

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

10. Abandonment. At any time prior to the Effective Time, this Merger Agree may be terminated and the Merger may be abandoned by the Board of Directors of either England Marine - MA or New England Marine - FL, notwithstanding approval of this Me Agreement by the shareholders of either of said corporations, if circumstances arise whicl opinion of the Board of Directors of New England Marine - MA or New England Marine make the Merger inadvisable.

H110002

IN WITNESS WHEREOF, New England Marine - MA and New England Marine have caused this Merger Agreement to be signed by their respective duly authorized officers of the date first above written.

New England Marine Holdings Co., Inc.,
a Massachusetts corporation

By: 
John A. Lees, Jr., President

New England Marine Holdings, Inc.,
a Florida corporation

By: 
John A. Lees, Jr., President

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EXHIBIT A

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION
In compliance with Chapter 607 and/or Chapter 621, F.S. (Prof⁹)

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ARTICLE I NAME
The name of the corporation shall be: New England Marine Holdings, Inc.

ARTICLE II PRINCIPAL OFFICE
Principal street address: 19 Ned's Point Road
Mattapoisett, MA 02739
Mailing address, if different: _____

ARTICLE III PURPOSE
The purpose for which the corporation is organized is:
Any lawful purpose.

ARTICLE IV SHARES
The number of shares of stock is 1,000 shares of Common Stock, \$0.01 par value per share

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

| | |
|---|---|
| Name and Title: <u>John A. Lees, Jr., Director</u> | Name and Title: <u>John A. Lees, Jr., Sec</u> |
| Address: <u>19 Ned's Point Road</u> | Address: <u>19 Ned's Point Road</u> |
| <u>Mattapoisett, MA 02739</u> | <u>Mattapoisett, MA 027</u> |
| | |
| Name and Title: <u>John A. Lees, Jr., President</u> | Name and Title: <u>Pamela A. Lees, Vice</u> |
| Address: <u>19 Ned's Point Road</u> | Address: <u>19 Ned's Point Road</u> |
| <u>Mattapoisett, MA 02739</u> | <u>Mattapoisett, MA 027</u> |
| | |
| Name and Title: <u>John A. Lees, Jr., Treasurer</u> | Name and Title: _____ |
| Address: <u>19 Ned's Point Road</u> | Address: _____ |
| <u>Mattapoisett, MA 02739</u> | _____ |

ARTICLE VI REGISTERED AGENT
The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:
Name: NBAI Services, Inc.
Address: 515 East Park Avenue
Tallahassee, FL 32301

ARTICLE VII INCORPORATOR
The name and address of the incorporator is:
Name: John F. Schottamer, Esq.
Address: Duff & Sweeney, LTD.
One Financial Plaza, 810 1980 Providence, RI 02903

Having been named as registered agent to accept service of process for the above stated corporation at the place this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Required Signature/Registered Agent 12/29
Dm

Tingisha Clark, Assistant Secretary
I submit this document and affirm that the facts stated herein are true. I am aware that the false information in document to the Department of State constitutes a third degree felony as provided for in s.817.115, F.S.

Required Signature/Incorporator 12/30/11

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EXHIBIT B

Intentionally Omitted for Filing Purposes

4841-0817-1276, v. 1

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