

**L01000010565**

Atlantis International, LLC.  
2900 NW 75 Street #204  
Miami, FL 33147  
(305) 836-9399  
(305) 836-9398

Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

To whom it may concern:

Atlantis International, LLC. has changed its address from: 600 NE 36 Street #1917, Miami, FL 33137 to our new address: 2900 NW 75 Street, Suite 204, Miami, FL 33147.

We are also filing for a merger between Atlantis International, LLC & Bay to Bay international, Inc. Please let us know if there is anything else need to solidify our merger.

Regards,



Christopher Lima  
Dir. of Operations

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-08/01/01--01060--015  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

L01-10565

# 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. ATLANTIS INTERNATIONAL, LLC 600 NE 36 ST # 1917 MIAMI, FL. 33137	FLORIDA	LLC

Florida Document/Registration Number: LD1000010565 FEI Number: 65-1117143

2. BAY TO BAY INTERNATIONAL, INC. 18303 NW 15 LANE PENSACOLA PINES, FL. 33029		
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Florida Document/Registration Number: PD1600049645 FEI Number: 65-1104759

3.		
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Florida Document/Registration Number: \_\_\_\_\_ FEI Number: \_\_\_\_\_

4.		
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TALLAHASSEE, FLORIDA

(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>
ATLANTIS INTERNATIONAL, LLC 600 NE 36 ST #1917 MIAMI, FL. 33137	FLORIDA	LLC

Florida Document/Registration Number: L01000010565 FEI Number: 65-1117143

**THIRD:** The attached Plan of Merger 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 Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**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.

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**NINTH:** The merger shall become effective as of:

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

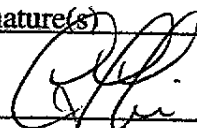
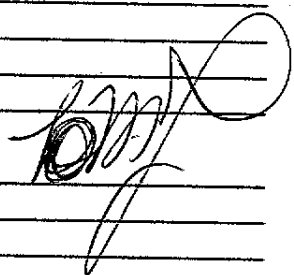
**OR**

(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>
ATLANTIS INTERNATIONAL, LLC		Christopher Lima
Bay to Bay INTERNATIONAL, INC.		Luis Fernando Acamis

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(Attach additional sheet(s) if necessary)

**REQUIRED SIGNATURES FOR EACH ENTITY TYPE:**

- All Corporations: Signature of Chairman, Vice Chairman, President or any officer.
- All General Partnerships: Signatures of two partners.
- All Domestic Limited Partnerships: Signatures of all general partners.
- All Non-Florida Limited Partnerships: Signature of one general partner.
- All Limited Liability Companies: Signature of a member or authorized representative of a member.
- All Other Business Entities: In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

<u>Mailing address:</u> Division of Corporations P.O. Box 6327 Tallahassee, FL 32314	<u>Street Address:</u> Division of Corporations 409 E. Gaines St. Tallahassee, FL 32399
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**FILING FEES:**

For each Limited Partnership:	\$52.50 (If merger filed pursuant to s. 608.4382, \$25.00)
For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each General Partnership	\$25.00
All Others:	No Charge

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## PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

**FIRST:** The exact name and jurisdiction of each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
ATLANTIS INTERNATIONAL, LLC	FLORIDA
§	
BAY TO BAY INTERNATIONAL, INC.	FLORIDA

**SECOND:** The exact name and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
ATLANTIS INTERNATIONAL, LLC.	FLORIDA

**THIRD:** The terms and conditions of the merger are as follows:

SEE ADDENDUM TO THE PLAN OF MERGER (THIRD CLAUSE)

ATTACHED

(Attach additional sheet(s) if necessary)

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**Addendum to Plan of Merger (third clause)**

The terms and conditions of the merger are as follows:

The two merging parties will merge immediately. The surviving party, Atlantis International, LLC, will issues its total shares equally between Mr. Luiz Fernando Aramis, Mr. Christopher Tito Lima, and Mr. Jose Luiz Mendonca Falcao. These shares will total 33.33% to each of the three joint owners. Subsequently, Luiz Fernando Aramis shall be elected to the board of management as officer and director of Atlantis International, LLC.

In turn, Bay to Bay International, Inc. will do the same. It will issue its total shares equally between Luiz Fernando Aramis, Christopher Tito Lima, and Mr. Jose Luiz Mendonca Falcao. These shares will total 33.33% to each of the three joint owners. Subsequently, Mr. Christopher Tito Lima and Mr. Jose Luiz Mendonca Falcao shall be elected as officers and directors to the board of management of Bay to Bay International, Inc.

The surviving party and its management will work with one common goal in mind, to advance the surviving company towards greater growth and net profits. The surviving party will focus its business on the importing and distribution of fresh seafood, and will create Bay to Bay International, a division of Atlantis International, LLC, that will focus its business on frozen seafood imports/exports, seafood brokerage, and seafood consulting services. All the net profits, of all income of Atlantis International, LLC, and that of its division, Bay to Bay International, shall be divided equally between Luiz Fernando, Christopher Tito Lima and Jose Luiz Mendonca Falcao. The three joint owners agree to conduct all seafood business through the surviving company and its division only. Otherwise, written consent will be needed from each of the joint owners.

Atlantis International, LLC.

  
\_\_\_\_\_  
Christopher Tito Lima

Bay to Bay International, Inc.

  
\_\_\_\_\_  
Luis Fernando Aramis

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TALLAHASSEE, FLORIDA

**FOURTH:**

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows: Luis Fernando Aramis will provide & supply the office with the furniture & electrical equipment. This includes, but is not limited to: desks, chairs, tables, printers, copy machines, faxes, scanners, phones, the computers & the network. This equipment is and will stay of Mr. Aramis ownership. Christopher Tito Lima will deposit a total of \$4,000 of owner equity in ATLANTIS INTERNATIONAL, LLC. Jose Luiz Mendonca Falcão will finance the purchase of the woods sold with his own owner equity.
- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows: IF ANY OF THE JOINT OWNERS WOULD LIKE TO DIVEST HIMSELF OF OWNERSHIP, he shall give the other two joint owners the equal opportunity to purchase his shares first. IF ANY ONE OF THE JOINT OWNERS DOES NOT SHOW AN INTEREST IN purchasing shares, the other joint owner shall be given the option to purchase those shares also, before they can be sold to AN OTHER person or party.

(Attach additional sheet(s) if necessary)

**FIFTH:** If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

<u>Name(s) and Address(es) of General Partner(s)</u>	<u>If General Partner is a Non-Individual, Florida Document/Registration Number</u>
Luis Fernando Aramis - 18303 NW 15 LANE Pembroke Pines, FL 33029	
Christopher Tito Lima - 600 NE 36 ST #1917 Miami, FL 33137	
Jose Luiz Mendonca Falcão - 600 NE 36 ST #1917 Miami, FL 33137	

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**SIXTH:** If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

PLEASE REFER TO THE SAME ANSWER AS IN PARAGRAPH 5 (FIFTH)  
OF THESE ARTICLES OF MERGER.

**SEVENTH:** All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

N/A

**EIGHTH:** Other provisions, if any, relating to the merger:

*(Attach additional sheet(s) if necessary)*

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

BAY TO BAY INTERNATIONAL, INC., a Florida entity, P01000049645

INTO

**ATLANTIS INTERNATIONAL, LLC**, a Florida entity, L01000010565

File date: August 1, 2001

Corporate Specialist: Tammi Cline