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Florida Department of State
Division of Corporations
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To: Division of Corporations
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MERGER OR SHARE EXCHANGE

Harbinger Seafoods LLC

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$50.00

T. CLINE

MAR - 5. 2012

EXAMINER

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FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HARBINGER SEAFOODS LLC	MASSACHUSETTS	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HARBINGER SEAFOODS LLC	FLORIDA	LLC

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TALLAHASSEE, FLORIDA

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THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address:

Mailing address:

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TALLAHASSEE, FLORIDA

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
<u>HARBINGER SEAFOODS LLC</u>		Valerie Hawk-Donohue, Attorney in fact
<u>HARBINGER SEAFOODS LLC</u>		Valerie Hawk-Donohue, Attorney in fact

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

PLAN OF MERGER
of
HARBINGER SEAFOOD, LLC, a Massachusetts limited liability company
with and into
HARBINGER SEAFOOD, LLC, a Florida limited liability company

This Plan of Merger (this "Agreement") is dated as of February 5/4 2012 by and between Harbinger Seafood, LLC, a Massachusetts limited liability company ("Harbinger MA"), and Harbinger Seafood, LLC, a Florida limited liability company ("Harbinger FL").

WHEREAS, Section 59 of the Massachusetts Limited Liability Company Act (the "MA Act") requires the parties to adopt an Agreement of Merger in connection with this transaction; and

WHEREAS, Section 608.438 of the Florida Limited Liability Company Act (the "FL Act") requires the parties to adopt an Agreement of Merger in connection with this transaction; and

WHEREAS, The parties hereto intend that the Merger qualify as a tax-free reorganization as defined in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and the parties hereto agree not to take any position for United States federal income tax purposes inconsistent with such intended treatment.

NOW, THEREFORE, for and in consideration of the covenants, conditions and agreements contained in this Contract, the parties mutually agree and covenant as follows:

1. **Merger; Effective Time.** Upon the terms and subject to the conditions hereof, Harbinger MA will be merged with and into Harbinger FL (the "Merger"). Harbinger FL will be the surviving limited liability company (hereinafter referred to sometimes as the "Surviving Entity") of the Merger, and the separate existence of Harbinger MA shall cease. The Merger will be effective as of the date and at such time as this Agreement and any other documents necessary to effect the Merger in accordance with the MA Act and the FL Act are duly filed with the appropriate governmental authorities (the time the Merger becomes effective being referred to herein as the "Effective Time").
2. **Exchange of Securities.**
 - 2.1. **Conversion of Limited Liability Company Interests.** At the Effective Time, all of the limited liability company interests in Harbinger MA (the "MA Interests") of each member ("Member") thereof immediately prior to the Effective Time will, by virtue of the Merger, and without further action on the part of any Member, be converted into 2000 limited liability company interests of Harbinger FL ("FL Interests"). At the Effective Time, the MA Interests held by the Members, shall constitute 100% of the outstanding MA Interests in Harbinger MA and the FL Interests received by the Members shall constitute 100% of the outstanding FL Interests in Harbinger FL.
 - 2.2. **No Securities of Harbinger FL Outstanding.** Immediately prior to the Effective Time, there are no outstanding securities of Harbinger FL.

- 2.3. **No Issuance of Certificates.** The MA Interests are not represented by certificates. The FL Interests shall not be represented by certificates.
3. **Governing Documents.** At the Effective Time, the Articles of Organization of Harbinger FL in effect immediately prior to the Effective Time shall become the Articles of Organization of the Surviving Entity and the Operating Agreement of Harbinger FL in effect immediately prior to the Effective Time shall become the Operating Agreement of the Surviving Entity.
4. **Principal Office.** The location of the principal office of Harbinger FL is 2090 Palm Beach Lakes Boulevard, Suite 701, West Palm Beach, FL 33409.
5. **Management Committee.** At the Effective Time, the members of the Management Committee of Harbinger MA immediately prior to the Effective Time shall be and become the members of the Management Committee (holding the same titles and positions) of Harbinger MA, and after the Effective Time shall serve in accordance with the Articles of Organization and Operating Agreement of the Surviving Entity.
6. **Employee Benefit Plans.** At the Effective Time, the obligations of Harbinger MA under or with respect to every plan, trust, program and benefit then in effect or administered by Harbinger MA for the benefit of the directors, officers and employees of Harbinger FL, shall become the lawful obligations of Harbinger FL and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, Harbinger FL hereby expressly adopts and assumes all obligations of Harbinger MA under such employee benefit plans.
7. **Assignment and Assumption of Assets and Liabilities.** At the Effective Time, the following assets and liabilities shall be transferred from Harbinger MA and assigned Harbinger FL: (a) all real property directly or indirectly owned; (b) all of the other assets of Harbinger MA; (c) all liabilities and obligations. At the Effective Time, Harbinger MA shall be cancelled.
8. **Taxpayer Identification Number.** Notwithstanding the foregoing Harbinger MA shall not be terminated for tax purposes by reason of the Merger, but rather a new IRS Form SS-4 will be filed to transfer the taxpayer identification number to the Surviving Entity.
9. **Business of Harbinger MA.** The business of Harbinger MA shall continue to be carried on after the Merger by Harbinger FL in accordance with the provisions of the FL Act, the Certificate of Merger and the Operating Agreement of Harbinger FL.
10. **Further Assurances.** After the Effective Time, Harbinger FL and its officers and directors may execute and deliver such deeds, assignments, assurances and other documents and do all other things necessary or desirable to vest, perfect or confirm title to Harbinger MA's property or rights in Harbinger FL and otherwise to carry out the purposes of the Merger in the name of Harbinger MA or otherwise.
11. **Approval of Merger.** The Merger has been approved by the holders of 100% of the Class A Interests and 80% of the total outstanding Interests in Harbinger MA.
12. **Assignment.** Neither party hereto may assign any of its rights or obligations hereunder without

the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13. **Abandonment.** At any time before the Effective Time, this Agreement may be terminated and the Merger abandoned by the Management Committee of Harbinger MA or of Harbinger FL, notwithstanding approval of this Agreement by the holders of the outstanding Interests in Harbinger MA and such Management Committees.
14. **Amendment.** At any time before the Effective Time, this Agreement may be amended, modified or supplemented by the Management Committee of Harbinger MA and the the Management Committee of Harbinger FL, notwithstanding approval of this Agreement by the holders of the outstanding Interests in Harbinger MA; provided, however, that no such amendment, modification or supplement not approved by the holders of the outstanding Interests in Harbinger MA may materially adversely affect the benefits intended under this Agreement for the holders of the outstanding Interests in Harbinger MA.
15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and to be performed wholly within the State of Florida without regard to principles of conflict of laws.
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

HARBINGER SEAFOOD, LLC,
a Massachusetts limited liability company

By: _____

Name: Andrius Prankevicius

Title: MGR

HARBINGER SEAFOOD, LLC,
a Florida limited liability company

By: _____

Name: Andrius Prankevicius

Title: MGR

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FLORIDA

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