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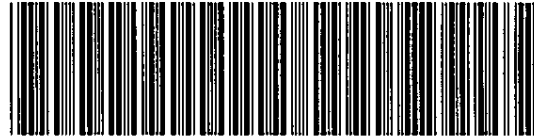
(Business Entity Name)

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14 OCT 30 PM 3:07
CLERK OF STATE
TALLAHASSEE, FLORIDA

Morgan

NOV 10 2014

R. WHITE

Oct. 27, 2014

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

SUBJECT: The Perfect Ocean Corporation
(Name of Surviving Party)

Dear Sir or Madam:

Enclosed please find our Articles of Merger whereby The Perfect Ocean Corporation (POC) is the Surviving Corporation.

Since three companies (Convergence Holdings Corporation, Atlantis Aquaculture, Inc., and Enviropure Fish Company, LLC) are being merged into POC, we are enclosing a check for \$140 to cover the filing fees for the four parties to the merger.

As the enclosed materials indicate, the effective date of the merger shall be the date of filing.

Please return all correspondence acknowledging our merger filing to the following:

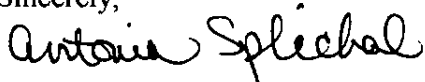
Antonia Splichal, CEO
The Perfect Ocean Corporation
5475 NW St. James Dr., #348
Port St. Lucie, FL 34983

Please continue emailing annual report notifications to: info@perfectocean.net

For further information concerning this matter, please call:

Antonia Splichal at (800) 671-2727

Sincerely,



Antonia Splichal/CEO/The Perfect Ocean Corporation

FILED

14 OCT 30 PM 3:07

CLERK OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
With
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, 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> |
|-----------------------------------|---------------------|---------------------------|
| The Perfect Ocean Corporation | Fla | Corporation P07000115380 |
| ✓Convergence Holdings Corporation | Fla | Corporation P02000015782 |
| ✓Atlantis Aquaculture, Inc. | Fla | Corporation P04000066810 |
| Enviropure Fish Company, LLC | Del | Limited Liability Company |

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> |
|-------------------------------|---------------------|--------------------------|
| The Perfect Ocean Corporation | Fla | Corporation P07000115380 |

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, 605, 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 no 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:

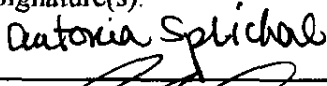

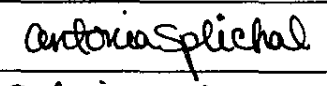
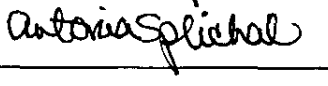
not applicable

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

| Name of Entity/Organization: | Signature(s): | Typed or Printed Name of Individual: |
|----------------------------------|--|---|
| The Perfect Ocean Corporation |  | Antonia Splichal |
| Convergence Holdings Corporation |  | Robert Davis |
| Atlantis Aquaculture, Inc. |  | Antonia Splichal |
| Enviropure Fish Company, LLC |  | Antonia Splichal |

| | |
|-----------------------------------|--|
| Corporations: | Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i> |
| 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 |

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

Merger Agreement

Agreement of merger by and between The Perfect Ocean Corporation ("POC"), a Florida corporation; Convergence Holdings Corporation ("CHC"), a Florida corporation; Atlantis Aquaculture, Inc. ("AAI"), a Florida corporation; and Enviropure Fish Company, LLC ("EFC"), a Delaware limited liability company, and together referred to herein as the "Constituent Companies."

The boards of directors of POC and the other Constituent Companies attest and agree as follows:

POC is a corporation organized and existing under the laws of the State of Florida. The principal office and place of business of the corporation is located at 5475 NW Saint James Drive, #348, Port Saint Lucie, Florida 34983 and its resident agent is Antonia Splichal.

The authorized capital stock of POC consists of 100,000,000 shares par value of \$.00001 per share, of which 2,668,000 shares are presently issued and outstanding, and 97,332,000 shares are unissued. Florida general corporation law confers upon POC the power to merge with corporation(s) and all legal entities, and further confers upon POC the right to issue its own shares in exchange for shares of any corporation and/or Member Units of any LLC to be merged into POC.

Convergence Holdings Corporation (CHC), a corporation organized and existing under the laws of the State of Florida, consists of 100,000,000 shares par value of \$.00001 per share, of which 6,850,700 shares are presently issued and outstanding, and 93,149,300 shares are unissued.

Atlantis Aquaculture, Inc. (AAI), a corporation organized and existing under the laws of the State of Florida, consists of 100,000,000 shares par value of \$.00001 per share, of which 1,059,000 shares are presently issued and outstanding, and 98,941,000 shares are unissued.

Enviropure Fish Company, a limited liability company organized and existing under the laws of the State of Delaware, consists of 100 Member Units. For the purposes of the Merger, the 100 Member Units are equivalent to 100,000,000 shares par value of \$.00001 per share, of which the Units issued and outstanding are equivalent to 1,800,220 shares, and the remaining 98,199,780 shares are already owned by POC.

The total number of issued and outstanding shares of all Constituent Companies equals 12,377,920, which represents the total number of issued and outstanding shares of the Surviving Company.

The principal office of the four entities party to the Merger is 5475 NW Saint James Drive, #348, Port Saint Lucie, Florida 34983.

The owners of the issued and outstanding shares or equivalent shares as converted from member units confer upon the Constituent Companies the power to merge with POC, which will be the surviving entity. Upon the filing of the merger agreement between POC and the other Constituent Companies, all assets owned and obligations owed by the companies being merged into POC will become the assets and obligations of POC, the surviving entity. There are no material debt obligations of the Constituent Companies. All rights of the former entities shall be preserved and become the responsibility of POC, the surviving entity.

The boards of directors of POC and the other Constituent Companies deem it desirable and in the best interests of the companies and their stockholders and unit members that the companies merge.

The merger shall be deemed approved in accordance with Florida and Delaware law. POC shall continue its corporate existence and remain a Florida corporation governed by the laws of that state, all on the terms and conditions set forth.

Article I

Merger

The merger, having been approved by the shareholders, unit members, and boards of directors of the Constituent Companies, shall become effective pursuant to Florida and Delaware general corporate law upon the filing of this agreement with the Florida Secretary of State. In addition, a merger certificate shall be filed in Delaware. In accordance with Delaware law, a copy of the merger agreement will be furnished by the Surviving Corporation, on request and without cost, to any member of the Delaware limited liability company or shareholder in the other companies being merged into POC, the Surviving Corporation.

Article II

Name and Continued Corporate Existence of Surviving Corporation

The corporate name of The Perfect Ocean Corporation, the constituent corporation whose corporate existence is to survive this merger and continue thereafter as the Surviving Corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger; and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the other Constituent Companies shall be wholly merged into POC. Accordingly, on the date the merger becomes effective, the separate existence of the other Constituent Companies shall cease.

Article III

Governing Law and Certificate of Incorporation

As stated, the laws of Florida shall govern POC, the Surviving Corporation. With the filing of this merger agreement, POC's articles of incorporation shall be the articles of incorporation of the surviving entity, except as amended. POC hereby amends its certificate of incorporation (Articles of Amendment attached as Exhibit B) to reflect the adjusted par value of the Common Stock.

Article IV

Bylaws of the Surviving Corporation

The present bylaws of POC shall remain the bylaws of the Surviving Corporation until they are altered, amended or repealed.

Article V

Directors and Officers

1. The number of directors of the Surviving Corporation, POC, shall be six, unless changed by action of the board of directors. The names of the directors of the Surviving Corporation are:
 - Antonia Splichal
 - Dr. Milamari Cunningham
 - Raul Castro
 - Donnie Greenberg
 - Israel Avila
 - Nick Saab
2. The current officers of POC will remain in office following the merger date.
3. Following the merger date, any vacancy on the board of directors, or in the executive team, shall be filled according to the bylaws of POC.

Article VI

Capital Stock of the Surviving Corporation

The capital stock of POC upon the merger date shall remain at 100 million authorized shares.

Article VII

Conversion of Securities on Merger

The manner and basis of converting the shares of stock and units of each Constituent Company into shares of stock of POC, the Surviving Corporation, are as follows:

1. The merger has been structured as a tax-free transfer of each investor's ownership interest into the Surviving Company so that no dilution of any shareholder's or member's investment occurs.

2. To achieve this, the transaction is being executed so that each shareholder and member will exchange his or her shares or units for an equal number of the Surviving Company's common shares and shall receive no cash in exchange for those shares or units. For the purposes of the Merger, the 100 Member Units of EFC, a Delaware limited liability company, are equivalent to 100,000,000 shares par value of \$.00001 per share.

Article VIII

Assets and Liabilities

1. Upon filing the merger agreement between POC and the other Constituent Companies, all assets owned and obligations owed by the companies being merged into POC will become the assets and obligations of POC, the surviving entity. There are no material debt obligations of the Constituent Companies. All rights of the former entities shall be preserved and become the responsibility of POC, the surviving entity. This includes liabilities arising out of appraisal rights with respect to such merger under applicable law.
2. Any claim existing or action or proceeding pending by or against any Constituent Company that is a party to the merger may be continued as if the merger did not occur, or the surviving entity may be substituted in the proceedings for the Constituent Company which ceased existence.
3. Neither the rights of creditors nor any liens, if any, upon the property of any Constituent Company shall be impaired by such merger.
4. In accordance with Delaware law, the Surviving Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of the Delaware limited liability company being merged into POC, irrevocably appointing the Delaware Secretary of State as its agent to accept service of process in any such action, suit or proceeding. The address to which a copy of such process shall be mailed by the Delaware Secretary of State is: 5475 NW St. James Drive, # 348, Port St. Lucie, FL 34983.
5. Immediately after the merger date, the estimated value of the common stock of POC, the Surviving Corporation, will be \$.048 per share (par value of \$.00001 per share).

Article IX

Conduct of Business by the Constituent Companies

Prior to the merger date, each Constituent Company being merged into POC shall conduct its business in its usual and ordinary manner, but shall not:

- (1) Issue or sell any shares of its capital stock or units in addition to those outstanding on this date;

- (2) Issue rights to subscribe to or options to purchase any shares of its stock or units in addition to those outstanding on this date;
- (3) Amend its certificate of incorporation or its bylaws;
- (4) Issue or contract to issue funded debt;
- (5) Declare or pay any dividend or make any other distribution with respect to its capital stock or units;
- (6) Repurchase any of its outstanding stock or by any other means transfer any of its funds to its shareholders as salary or other compensation in the ordinary or normal course of business;
- (7) Undertake or incur any obligations or liabilities except current obligations or liabilities in the ordinary course of business and except for liabilities for fees and expenses in connection with the negotiation and consummation of the merger;
- (8) Mortgage, pledge, subject to lien, or otherwise encumber any realty or any tangible or intangible personal property;
- (9) Sell, assign or otherwise transfer any tangible assets, or cancel any claims, except in the ordinary course of business;
- (10) Sell, assign, or otherwise transfer any trademark, trade name, patent or other intangible asset;
- (11) Default in the performance of any material provision of any material contract or other obligation;
- (12) Waive any right of any substantial value; and
- (13) Purchase or otherwise acquire any equity or debt security of another company except to realize on an otherwise worthless debt.

Article X

Warranties of the Constituent Companies

Each Constituent Company covenants, represents and warrant to POC that:

- (1) It is on the date of this merger agreement (a) a legal entity duly organized and existing and in good standing under the laws of the jurisdiction in which it is formed, (b) duly authorized under its certificate of incorporation or partnership, as amended to date, and under applicable laws, to engage in the business carried on by it, and (c) fully qualified to do business in all states where it owns or leases plants;

(2) All federal and state tax returns required to be filed by it on or before the merger date will have been filed, and all taxes shown to be required to be paid on or before the merger date will have been paid;

(3) It will use its best efforts to collect the accounts receivable owned by it on or prior to the merger date and will follow its past practices in connection with the extension of any credit prior to the merger date;

(4) All fixed assets owned by it and employed in its respective businesses are of the type, kind and condition appropriate for its respective businesses and will be operated in the ordinary course of business until the merger date;

(5) All leases with an annual rental in excess of \$1.00 now held by it are now and will be on the merger date in good standing and not voidable or void by reason of any default whatsoever; and

(6) Its board of directors has, subject to the approval of its stockholders and unit members, authorized and approved the execution and delivery of this merger agreement, and the performance of the transactions contemplated by this agreement.

Each Constituent Company, in addition to other action which it has covenanted, represented, and warranted to POC that it will take, also will

(1) Use its best efforts to preserve its business organization intact, to keep available to POC the present officers and employees, and to preserve for POC the relationships of the Constituent Companies with suppliers, customers and others having business relations with the Constituent Company; and

(2) Will not increase the compensation, wages, or other benefits payable to officers or employees, other than increases which POC has approved in writing.

POC covenants, represents and warrants to the other Constituent Companies that:

(1) POC is a corporation duly organized and existing and in good standing under the laws of the State of Florida and has the corporate power to own its properties and to carry on its business as now being conducted; and

(2) Its board of directors has, subject to the approval of its stockholders, authorized and approved the execution and delivery of this merger agreement, and the performance of the transactions contemplated by this agreement.

Article XI

Consummation of the Merger

If the merger is completed, all expenses incurred in consummating the plan of merger shall, except as otherwise agreed in writing between the Constituent Companies, be borne by the Surviving Corporation. If the merger is not completed, each Constituent Company shall be liable for, and shall pay, the expenses incurred by it.

Notwithstanding shareholder and unit member approval, the filing of this agreement may be deferred by mutual consent of the respective boards of directors of each Constituent Company, and to the extent provided in (a), (b), (c) and (d) below, the merger may be abandoned:

- (a) By the mutual consent of the respective boards of directors of each Constituent Company;
- (b) At the election of the board of directors of POC, if:
 - (i) the shareholders or unit members holding 51 percent or more of the outstanding shares or units of any Constituent Company submit written demands for appraisal of their shares or units, or
 - (ii) the POC board determines that any judicial finding, legal proceeding, or legal judgment will or may materially affect the rights of any Constituent Company to sell, convey, transfer or assign any of its assets or that such legal matter may materially interfere with the operation of its business, thereby rendering the merger impracticable, undesirable or not in the best interests of its shareholders or members; or
- (c) At the election of the board of directors of a Constituent Company if:
 - (i) the warranties and representations of another Constituent Company contained in this agreement shall not be substantially accurate in all material respects, or the covenants of another Constituent Company shall not have been performed or satisfied in all material respects;
 - (ii) this agreement shall not have been approved by the required number of shareholders and unit members of the Constituent Companies on or before December 31, 2014;
 - (iii) any Constituent Company is not duly organized, validly existing and in good standing under the laws of its respective State of incorporation;
 - (iv) all outstanding shares of stock or units of a Constituent Company have not been duly and validly authorized, are not validly issued and outstanding, and are not fully paid for and non-assessable;
 - (v) all necessary corporate action (other than the filing and recording of this agreement) required to consummate the merger has not been taken by a Constituent Company; or

(vi) any steps necessary to complete the merger have been permanently or temporarily enjoined by a court having jurisdiction.

- (d) In the event the merger is abandoned pursuant to the foregoing provisions, this merger agreement shall become null and void and shall have no effect, without any liability being incurred by any of the Constituent Companies, its shareholders, members, directors or officers with respect to this merger, except for the obligation of each Constituent Company to pay its own expenses as provided in this Article XI.

If the plan of merger is effected, dissenting shareholders or unit members may be entitled, if they comply with Florida (ss. 607.1301 – 607.1333) or Delaware laws regarding appraisal rights, to be paid the fair value of their shares or units. A shareholder entitled to appraisal rights may not challenge a lawfully completed merger for which appraisal rights are available. In addition, a shareholder or unit member may choose to decline to exercise appraisal rights and withdraw from the appraisal process by submitting written notification by the date set forth in the appraisal notice. If a dissenting shareholder or unit member accepts payment of an agreed value, the shareholder or unit member shall cease to hold any shares or units. Shares or units acquired from dissenting shareholders or unit members through the appraisal rights process shall have the status of authorized but unissued shares of the Surviving Corporation.

Article XII

Resident Agent

The Surviving Corporation is located in Saint Lucie County, Florida. The principal office is located at the following address: 5475 NW Saint James Drive, #348, Port St. Lucie, FL 34983. The name of the registered agent will be the same, as of the merger date, as set forth in article V of the certificate of incorporation of the Surviving Corporation.

Article XIII

Right to Amend Certificate of Incorporation

The Surviving Corporation reserves the right to amend, alter, change or repeal its certificate of incorporation in the manner now or later prescribed by statute or otherwise authorized by law. Included with this merger agreement is a copy of the amended POC articles of incorporation (Exhibit B).

Article XIV

Miscellaneous

1. The representations and warranties contained in Article X of this agreement, and any liability of one Constituent Company to the other for any default under the provisions of Articles IX or X of this agreement, shall expire with, and be terminated and extinguished by, the merger under this agreement on the merger date.
2. To enable POC to integrate the activities of the Constituent Companies with those of POC on and after the merger date, the Constituent Companies shall, before the merger date:
 - (i) provide the officers and authorized representatives of POC free and full access to the plants, properties, books and records of the Constituent Companies, and
 - (ii) furnish POC with financial and operating data and other information as to the business and properties of the Constituent Companies as POC shall from time to time reasonably request.
3. POC shall, before the merger date:
 - (i) furnish the officers and authorized representatives of the other Constituent Companies such data and information as may reasonably be required for the preparation of their proxy statement in connection with the meeting of shareholders called pursuant to Article I of this agreement;
 - (ii) POC and the other Constituent Companies agree that, unless and until the merger has been consummated, their officers and representatives will hold in strict confidence all data and information obtained from one another as long as it is not in the public domain; and
 - (iii) if the merger is not consummated, POC and the other Constituent Companies will return to the other party all data as the other parties may reasonably request.
4. For the convenience of the parties and to facilitate the filing of this agreement, any number of counterparts may be executed, and each executed counterpart shall be deemed to be an original instrument.

In witness, the authorized signer for each Constituent Company has duly subscribed his or her name to this agreement.

The Perfect Ocean Corporation

Antonia Splichal

Antonia Splichal, CEO

Date 10/27/14

Convergence Holdings Corporation

[Signature]

Robert Davis, President

Date 10/27/14

Atlantis Aquaculture, Inc.

Antonia Splichal

Antonia Splichal, CEO

Date 10/27/14

Enviropure Fish Company, LLC

Antonia Splichal

Antonia Splichal, Managing Member

Date 10/27/14

Exhibit A

Adoption of Plan of Merger

The Boards of Directors of the Constituent Companies adopted the plan of merger on Sept. 18, 2014. The shareholders and unit members of the Constituent Companies approved the merger on Oct. 20, 2014.

Exhibit B

**Articles of Amendment to
Articles of Incorporation
of**

The Perfect Ocean Corporation

Document # P07000115380

Pursuant to the provisions of section 607.1006, Florida Statutes, this **Florida Profit Corporation** adopts the following amendment to its Articles of Incorporation:

E. Amending Article IV – Capital Stock

The par value of the Common Stock is hereby amended as follows: \$.00001

The date this amendment was adopted: Aug. 15, 2009

Adoption of Amendment

The amendment was adopted by the incorporators without shareholder action and shareholder action was not required.

Dated: Oct. 27, 2014

Signature Antonia Splichal

Antonia Splichal
(Typed or printed name of person signing)

CEO
(Title of person signing)