

P96000057334

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2005 OCT 19 AM 9:03

(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



100060752111

Menger

28 10/25



October 17, 2005

Florida Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

Re: Mariculture Systems, Inc.  
No. P96000057334  
Articles of Merger

Dear Sir or Madam:

Enclosed for filing please find two original copies of the Articles of Merger by and between Mariculture Systems, Inc., a Florida corporation and Mariculture Systems, Inc., a Nevada corporation. Mariculture Systems, Inc., a Nevada corporation shall be the surviving corporation.

Additionally, please find the required filing fee of \$70 (\$35 per party) and a certification copy fee of \$8.75. The certified document may be returned to us at 7219 196<sup>th</sup> Street SW, #C3, Lynnwood, WA 98036 using our FedEx account number 2551-8920-4.

Thank you for your time and consideration in this matter. Please do not hesitate to contact me if you require further information or documentation regarding the above.

Very truly yours,

David E. Meilahn  
CEO

Mariculture Systems,  
Inc.

Bldg C, #3  
7219 196<sup>th</sup> Street SW  
Lynnwood, WA  
98036-4402

P.O. Box 838  
Lynnwood, WA  
98046-0838

TEL: 425.778.5975  
FAX: 425.672.8012

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION  
2005 OCT 19 AM 9:03

## **ARTICLES OF MERGER**

**ARTICLES OF MERGER** (these "Articles") made and entered into as of October 14, 2005 by and between Mariculture Systems, Inc., a Florida corporation, ("Mariculture Florida") and Mariculture Systems, Inc., a Nevada corporation ("Mariculture Nevada"). Mariculture Nevada is a wholly owned subsidiary of Mariculture Florida. These Articles are adopted pursuant to the Nevada Revised Statutes and the Florida Business Corporation Act. All of such laws expressly permit the merger described herein; subject to and pursuant to all of the terms and conditions as set forth herein.

### **ARTICLE I SURVIVOR CORPORATION**

Mariculture Nevada shall be the "Survivor Corporation".

### **ARTICLE II SHARES AUTHORIZED AND OUTSTANDING**

Mariculture Nevada has the authority to issue Twenty Million (20,000,000) shares of common stock, \$0.001 par value per share, of which 100 shares are validly issued and outstanding, fully paid and non-assessable.

Mariculture Florida has the authority to issue Twenty Million (20,000,000) shares of common stock, \$0.001 par value per share, of which 14,296,553 shares are validly issued and outstanding, fully paid and non-assessable. Mariculture Florida has the authority to issue Five Hundred Thousand (500,000) shares of Series A preferred stock, \$0.001 par value per preferred share, of which no preferred shares are issued and outstanding.

### **ARTICLE III BOARD OF DIRECTOR ADOPTION**

On June 1, 2005, the board of directors of Mariculture Nevada adopted this plan of merger. Mariculture Nevada is a wholly owned subsidiary of Mariculture Florida. On June 1, 2005, the sole shareholder of Mariculture Nevada approved the merger for the purposes of changing the domicile of Mariculture Florida. The Agreement and Plan of Merger was duly authorized by all action required by the laws under which it was incorporated and by its constituent documents.

On June 1, 2005, the board of directors of Mariculture Florida adopted the Agreement and Plan of Merger. On October 14, 2005, shareholders representing 52% of the issued and outstanding common shares of Mariculture Florida approved the merger by written consent. The vote was sufficient under the laws of Florida to approve the merger. The Agreement and Plan of Merger was duly authorized by all action required by the laws under which it was incorporated and by its constituent documents.

#### **ARTICLE IV PLAN OF MERGER**

The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation (Mariculture Nevada). Said address is 2055 East Sahara Avenue, Las Vegas, Nevada 89104. A copy of the Agreement and Plan of Merger will be furnished by the Survivor Corporation to any stockholder of any constituent corporation.

The terms of the Agreement and Plan of Merger are as follows:

- (1) *Merger.* Mariculture Florida shall be merged with and into Mariculture Nevada, and Mariculture Nevada shall survive the merger ("Merger"), effective upon the date when the Agreement and Plan of Merger is made effective in accordance with applicable laws (the "Effective Date").
- (2) *Governing Documents.* The Bylaws of Mariculture Nevada, in effect on the Effective Date, shall continue to be the Bylaws of Mariculture Nevada as the Survivor Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.
- (3) *Stock of Mariculture Florida.* On and after the Effective Date, the outstanding certificates, which prior to that time represented shares of Mariculture Florida, shall be recalled and canceled and 14,296,553 common shares of Mariculture Nevada shall be issued on a pro-rata basis to the shareholders of Mariculture Florida. The registered owner on the books and records of Mariculture Florida or its transfer agents of the outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Mariculture Nevada or its transfer agents, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Mariculture Nevada Common Stock evidenced by such outstanding certificate as above provided.
- (4) *Further Assurances.* From time to time, as and when required by the Survivor Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Mariculture Florida such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Survivor

Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Mariculture Florida, and otherwise to carry out the purposes of the Agreement and Plan of Merger, and the officers and directors of the Survivor Corporation are fully authorized in the name and on behalf of Mariculture Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

(5) *Book Entries.* As of the Effective Date, entries shall be made upon the books of Mariculture Nevada in accordance with the following.

(a) The assets and liabilities of Mariculture Florida shall be recorded at the amounts at which they were carried on the books of Mariculture Florida immediately prior to the Effective Date, with appropriate adjustments to reflect the retirement of the Common Shares of Mariculture Florida presently issued and outstanding.

(b) There shall be credited to the common stock account of Mariculture Nevada the aggregate amount of the stated value of all shares of Mariculture Nevada Common Stock resulting from the conversion of the outstanding Mariculture Florida Common Stock pursuant to the merger.

(c) There shall be credited to the retained earnings account of Mariculture Nevada the aggregate of the amount carried in the retained earnings account of Mariculture Florida immediately prior to the Effective Date.

(6) *Access to Documentation.* Prior to the merger, Mariculture Nevada and Mariculture Florida shall provide each other full access to their books and records, and shall furnish financial and operating data and such other information with respect to their business and assets as may reasonably be requested from time to time. If the proposed transaction is not consummated, all parties shall keep confidential any information (unless ascertainable from public filings or published information) obtained concerning each other's operations, assets and business.

(7) *Abandonment.* At any time before the effective date, the Agreement and Plan of Merger and the Articles of Merger may be terminated and the merger may be abandoned by the Board of Directors of either Mariculture Nevada or Mariculture Florida or both, notwithstanding approval of the Agreement and Plan of Merger by the shareholders of Mariculture Nevada or the shareholders of Mariculture Florida or both.

**IN WITNESS WHEREOF**, these Articles of Merger, having first been duly approved by resolution of the Boards of Directors of Mariculture Nevada and Mariculture Florida and the shareholder of Mariculture Florida, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

The undersigned, under penalties of perjury, affirms that these Articles is the act and deed of Mariculture Nevada and Mariculture Florida. The undersigned also affirms that the facts stated in these Articles are true and that these Articles comply with the requirements of the Nevada Revised Statutes and the Florida Statutes.

**Mariculture Systems, Inc.**  
A Nevada corporation

**Attest:**

  
David Meilahn, President

  
Richard Luce, Secretary

**Mariculture Systems, Inc.**  
A Florida corporation

**Attest:**

  
David Meilahn, President

  
Richard Luce, Secretary

State of WA )  
County of Snohomish )ss.

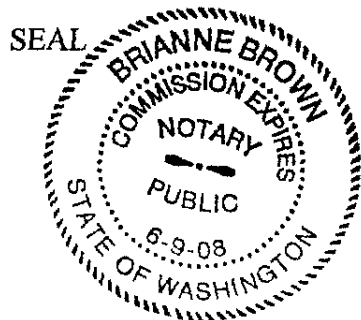
On the 15<sup>th</sup> day of October 2005, personally appeared before me the President of Mariculture Systems, Inc., a Nevada corporation, the signer of the above instrument who duly acknowledged to me that he executed the same on behalf of said corporation pursuant to duly adopted director's resolutions.

Brianne Brown  
NOTARY PUBLIC

4831 192nd St SW  
Address

Lynnwood WA 98036

My Commission Expires: 6-9-08



State of WA )  
County of Snohomish )ss.

On the 15th day of October 2005, personally appeared before me the Secretary of Mariculture Systems, Inc., a Nevada corporation, the signer of the above instrument who duly acknowledged to me that he executed the same on behalf of said corporation pursuant to duly adopted director's resolutions.

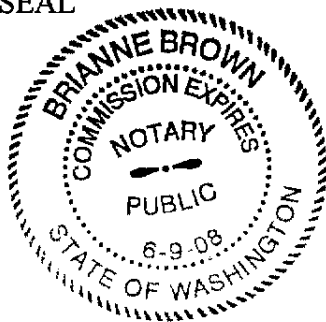
Brianne Brown  
NOTARY PUBLIC

4831 192nd St SW  
Address

Lynnwood WA 98036

My Commission Expires: 6-9-08

SEAL





State of WA )  
County of Snohomish )ss.

On the 15th day of October 2005, personally appeared before me the President of Mariculture Systems, Inc., a Florida corporation, the signer of the above instrument who duly acknowledged to me that he executed the same on behalf of said corporation pursuant to duly adopted director's resolutions.

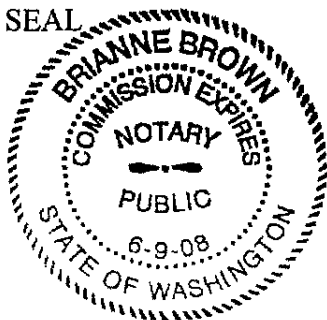
Brianne Brown  
NOTARY PUBLIC

4831 192nd St SW  
Address

Lynnwood WA 98030

My Commission Expires: 10-9-08

SEAL



State of WA )  
County of Snohomish )ss.

On the 15<sup>th</sup> day of October 2005, personally appeared before me the Secretary of Mariculture Systems, Inc., a Florida corporation, the signer of the above instrument who duly acknowledged to me that he executed the same on behalf of said corporation pursuant to duly adopted director's resolutions.

Brianne Brown  
NOTARY PUBLIC

4831 192nd St S  
Address

Lynnwood WA 98036

My Commission Expires: 6-9-08

SEAL

