



State of Rhode Island and Providence Plantations
Department of State - Business Services Division

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 R.I. DEPT. OF STATE
 BUS SVCS DIV

Application for Articles of Merger

DOMESTIC or FOREIGN Business Corporation, Limited Partnership,
 Limited Liability Company or Non-Profit Corporation

2020 SEP - 1 12:01 PM

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Limited Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

Pursuant to the provisions of RIGL 7, the undersigned entities submit the following Articles of Merger or Consolidation for the purpose of merging or consolidating them into one entity:

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES			
a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:			
ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE <small>under which entity is organized</small>
001676770	Siren Marine LLC	Limited Liability Company	RI
	Siren Marine, LLC	Limited Liability Company	FL
b. The laws of the state under which each entity is organized permit such merger or consolidation.			
c. The full name of the surviving entity is: Siren Marine, LLC			
which is to be governed by the laws of the state of: Florida			
d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation MUST be attached.			
e. If the surviving entity's name has been amended via the merger, please state the new name:			
f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is: Siren Marine, LLC, 221 Third Street, Suite 200, Newport, Rhode Island 02840			

FILED

MAIL TO:
 Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

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 BY 3550C
A.A. 12:01 PM

g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

Date received (Upon filing)

Later effective date (see instructions) _____

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL 7-1.2.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of RIGL 7-1.2, with respect to dissenting shareholders.

b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is:

ii) The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing):

c. As required by RIGL 7-1.2-1003, the corporation has paid all fees and taxes.

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL 7-6.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such nonprofit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO RIGL 7-13.

a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

Siren Marine LLC, a RI LLC

Type or Print Name of Person Signing

Daniel A. Harper

Title of Person Signing

Manager of Siren Marine, LLC (FL LLC), sole Member

Signature

✓  SIGN DOCUMENT HERE

Date

August 31, 2020

Type or Print Name of Person Signing

Title of Person of Signing

Signature

SIGN DOCUMENT HERE

Date

Type or Print Entity Name

Siren Marine, LLC, a FL LLC

Type or Print Name of Person Signing

Daniel A. Harper

Title of Person Signing

Manager

Signature

✓  SIGN DOCUMENT HERE

Date

August 31, 2020

Type or Print Name of Person Signing

Title of Person Signing

Signature

SIGN DOCUMENT HERE

Date

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of August 31, 2020 between Siren Marine, LLC, a limited liability company organized under the laws of the State of Florida (“**Siren Marine-FL**”), and Siren Marine LLC, a limited liability company organized under the laws of the State of Rhode Island, and a wholly owned subsidiary of Siren Marine-FL (“**Sub/Siren Marine-RI**”), together (the “**Constituent Companies**”). Sub/Siren Marine-RI is hereinafter also sometimes referred to as the “**Merged Company**” and Siren Marine-FL is hereinafter also sometimes referred to as the “**Surviving Company**”.

WITNESSETH

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that Sub/Siren Marine-RI be merged with and into Siren Marine-FL under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Florida Revised Limited Liability Company Act and the Rhode Island Limited-Liability Company Act;

NOW, THEREFORE, the Constituent Companies, parties to this Agreement and Plan of Merger, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At the Effective Time, Sub/Siren Marine-RI shall be merged into Siren Marine-FL and Siren Marine-FL shall be the surviving company. The separate existence of Sub/Siren Marine-RI shall cease at the Effective Time, except insofar as it may be continued by law or in order to carry out the purposes of this Agreement and Plan of Merger and except as continued in the Surviving Company.

SECOND: This Agreement and Plan of Merger shall become effective on September 1, 2020, when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the Florida Revised Limited Liability Company Act and the Rhode Island Limited-Liability Company Act, are accepted for filing by the State of Florida. The time of such effectiveness being hereinafter called (the “**Effective Time**”). The date on which the Effective Time occurs is referred to herein as the “**Effective Date**”.

THIRD: The Articles of Organization of Siren Marine-FL shall continue in full force and effect as the Articles of Organization of the Surviving Company.

FOURTH: The terms and conditions of the merger are as follows:

(a) On the Effective Date, all membership interests of Sub/Siren Marine-RI held by Siren Marine-FL shall automatically, by virtue of the Merger, be cancelled without payment of any consideration therefor and without any conversion thereof.

(b) The Operating Agreement in effect prior to the Effective Time shall be the Operating Agreement of the Surviving Company immediately following the Effective Time until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(c) The members and the officers of the Surviving Company immediately after the Effective Time shall be those persons who were the members and the officers, respectively, of the Surviving Company immediately prior to the Effective Time and such persons shall serve in such offices, respectively, for the terms provided by law or in the Operating Agreement or until their respective successors are elected and qualified.

(d) At and after the Effective Time, the Surviving Company shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, shall be vested in the Surviving Company; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Company as they were of the respective Constituent Companies; the title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Company; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liability and duties had been incurred or contracted by it; and the Surviving Company shall indemnify and hold harmless the officers and directors of each of the Constituent Companies against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

(e) As and when requested by the Surviving Company or by its successors or assigns, the Merged Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any property of either of the Constituent Companies acquired by the Surviving Company by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Company and the officers and members of the Surviving Company are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(f) This Agreement and Plan of Merger shall be submitted to the sole member of the Merged Company and the members of the Surviving Company as and to the extent provided by law.

(g) This Agreement and Plan of Merger may be terminated or abandoned by (i) either Constituent Company, acting by its members at any time prior to its adoption by the members as and to the extent provided by law, or (ii) the mutual consent of the Constituent Companies, each acting by its members at any time after such adoption by such members and prior to the Effective Time. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Companies or of its members.

(h) All acts, plans, policies, approvals and authorizations of Merged Company, its, members, officers, directors, committees elected or appointed by its directors, and agents,

which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Company and shall be effective and binding thereon as they were on Merged Company.


(i) From and after the Effective Time, the officers and members of the Surviving Company are hereby authorized in the name of each limited liability company that were the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Company any property or rights of either of the Constituent Companies or to carry out the purposes of this Agreement and Plan of Merger.

FIFTH: The Surviving Company agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Merged Company as well as for the enforcement of any obligation of the Merged Company arising from the merger.


[signature page follows]

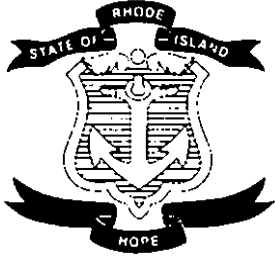
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by duly adopted resolutions, have caused this Agreement and Plan of Merger to be executed by the individuals listed below, and that their signatures shall constitute the affirmation or acknowledgment of the signatories, under penalties of perjury, that the execution of this Agreement is the act and deed of each of the parties, respectively, and that the facts stated herein are true.

SIREN MARINE, LLC
a Florida Limited Liability Company

By:  _____
Name: Daniel A. Harper
Title: Manager

SIREN MARINE LLC
a Rhode Island Limited Liability Company

By:  _____
Name: Daniel A. Harper
Title: Manager of sole Member



STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908

C.J. BERGNER/PARASEARCH, INC
ATTN: CJ BERGNER
222 JEFFERSON BLVD, SUITE 200
WARWICK, RI 02888

I.D.# 1676770

LETTER OF GOOD STANDING

It appears from our records that **SIREN MARINE LLC** has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date. **SIREN MARINE LLC** is in good standing with the Rhode Island Division of Taxation as of **08/28/2020**. This letter of good standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

This Letter of Good Standing does not cover any violation of chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.

This letter is issued pursuant to the request of the above-named corporation for the purpose of:

MERGER OF CORPORATIONS RI NON-SURVIVOR

This letter of good standing is valid only for the specific reason listed above and is not valid for any other reason(s).

Very truly yours,

CHRISTINE GIRARD
Supervising Revenue Officer

Neena Savage
Tax Administrator

452878511:16488057
DLN: 10008534866



State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

September 01, 2020 12:01 PM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea
Secretary of State

