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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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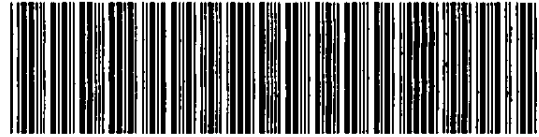
(Business Entity Name)

(Document Number)

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FILED
09 OCT 21 PM 12:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

W. O'Connell OCT 22 2009

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: VULCAN EQUITIES, L.C.
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

JORGE E. BLANCO, ESQ.
Contact Person

JORGE E. BLANCO, P.A.
Firm/Company

1401 Ponce de Leon Blvd., Suite 202
Address

Coral Gables, Florida 33134
City, State and Zip Code

jorgeblancolaw@bellsouth.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Yamile Martory at (305) 444-0044
Name of Contact Person Area Code and Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Certificate of Merger
For
Florida Limited Liability Company

FILED
09 OCT 21 PM 12:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

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

Name	Jurisdiction	Form Entity Type
Inter-Realty Investment, Inc.	Florida	For profit corporation PO2-97255
Vulcan Equities, L.C.	Florida	Limited liability company L-14191

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

Name	Jurisdiction	Form/Entity Type
Vulcan Equities, L.C.	Florida	limited liability company

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:

N/A

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.608.435 1-608.43595, F.S.

N/A

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

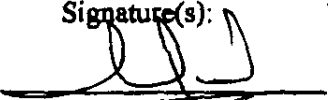

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: CONDO PARK BLVD. LAUREL ST. 2305 PH 1009, SAN JUAN, PR 00913

Mailing address: P O BOX 191598, SAN JUAN, PR 00919-1598

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
Inter-Realty Investment, Inc.		Eddy Leal
Vulcan Equities, L.C.		Eddy Leal

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

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

Certified Copy (optional): \$30.00

PLAN OF MERGER

This Merger Agreement is made, entered and delivered in the city of Miami, Florida as of the 31st day of August 2009, by and among, **Inter-Realty Investment Inc. ("INTER")**, and its affiliate **VULCAN EQUITIES L.C. ("VULCAN")**, being both Florida juridical entities (collectively from hereinafter referred to as the ACorporations@).

RECITALS

WHEREAS, the authorized capital of Inter, an affiliate of Vulcan, consists of Ten Thousand (10,000) shares of common stock, \$1.00 par value. There are one hundred (100) shares of common stock duly issued and outstanding in the name of following stockholders:

<u>Stockholders</u>	<u># of Shares</u>	<u>% of Ownership</u>
Eddy Leal	50	50%
Vulcan Equities LC	50	50%
	<hr/> 100	<hr/> 100%

WHEREAS, the Vulcan is a Limited Company wholly owned by Copin Properties Inc., a Puerto Rico corporation.

WHEREAS, the members of the Board of Directors of Inter and the Managing Member of Vulcan of Vulcan have issued and executed written consents unanimously approving resolutions deeming advisable and in the best interest of both Corporations to merge into a single entity; being the merger=s surviving entity **Vulcan**; and

WHEREAS, the merger's contemplated in this Agreement qualifies as an exempt statutory merger under section 368(a)(1)(A) of the US Internal Revenue Code, as amended;

NOW THEREFORE, on the basis of the respective representations and warranties set forth in this Agreement, and of the covenants and agreements contained therein, the appearing parties agree as follows:

SECTION ONE VULCAN TO BE SURVIVING ENTITY

Inter shall be merged into **Vulcan** and the corporate existence of **Inter** shall cease; becoming **Vulcan** the owner, without other evidence of transfer than this Agreement, of all the rights and property of the constituent Corporations, and **Vulcan** shall also become subject to all the debts and liabilities of the constituent Corporations in the same manner as if **Vulcan** had itself incurred them.

**SECTION TWO
PRINCIPAL OFFICE**

The principal office of **Vulcan** shall remain the principal office of the surviving entity (i.e. **Vulcan**) following this merger.

**SECTION THREE
OBJECTS AND PURPOSES**

The nature of the business and the objects and purposes proposed to be transacted, promoted, and carried on by **Vulcan** following the merger will be all of those previously conducted by it and in general to do any and all things, and exercise any and all powers, rights, and privileges which a corporation may now or hereafter organize to do or exercise under the laws of the State of Florida.

**SECTION FOUR
CERTIFICATE OF INCORPORATION OR ORGANIZATION**

The certificate of organization of **Vulcan** shall suffer no amendments and/or modifications as a result of this merger.

**SECTION FIVE
OPERATING AGREEMENT OR BYLAWS**

The present Operating Agreement of **Vulcan**, insofar as not inconsistent with this Agreement, shall continue to be the Operating Agreement of the surviving entity following the merger until altered, amended, or repealed as therein provided.

**SECTION SIX
NAME AND ADDRESSES OF DIRECTORS MANAGING MEMBER**

The name and address of the person who shall constitute the Managing Member of the surviving entity following the merger, and who shall hold office as provided in the Operating Agreement of **Vulcan** following the merger, is as follows:

<u>Director</u>	<u>Address</u>	<u>Postal Address</u>
Eddy Leal	Condo Park Blvd. Laurel St. 2305 PH 1009 San Juan, PR .00913	PO Box 191598 San Juan, PR 00919-1598

The name and address of the person(s) who shall serve as officers of **Vulcan** following the merger, and who shall hold office as provided in the Operating Agreement of **Vulcan** following the merger, are as follows:

<u>Officer</u>	<u>Physical Address</u>	<u>Postal Address</u>
Eddy Leal	Condo Park Blvd. Laurel St. 2305 PH 1009 San Juan, PR .00913	PO Box 191598 San Juan, PR 00919-1598

SECTION SEVEN METHOD OF CONVERTING SHARES

The manner and basis of effecting the merger by and among **Vulcan**, and its affiliate **Inter** is as follows:

(a) **Inter** will transfer and assign to **Vulcan** all of its assets, liabilities, and capital, immediately after which **Inter** shall cease to exist. As a result of the receipt by **Vulcan** of said assets, liabilities and capital from **Inter**, **Vulcan** will issue to the former stockholders of **Inter**, in a Member Certificate in the aggregate representing 10% of the net equity of **Vulcan** after the merger, which shall be distributed and provide for a post merger equity ownership in **Vulcan** as follows:

<u>Name of Member</u>	<u>Aggregate Ownership (%)</u>
Copin Properties Inc.	95
Eddy Leal	5
	100.000 %

(b) As of the effective date of this merger, the assets and liabilities of **Inter** will be recorded in the accounting books and records of **Vulcan** as per the amounts that appeared in **Inter's** accounting records. After the merger, any deficit, surplus and/or retained earnings after the merger will be available for distribution and/or for other legal purpose to **Vulcan**, the surviving entity.

SECTION EIGHT EXTRAORDINARY TRANSACTIONS

Neither entity has, prior to the effective date of the merger, engaged in any activity or transactions other than in the ordinary course of business, except as contemplated by this agreement.

**SECTION NINE
SUBMISSION TO STOCKHOLDERS AND MEMBERS; EFFECTIVE DATE**


This Agreement has been submitted for approval to all of the stockholders and members of each of the constituent entities holding all issued and outstanding shares or membership of each. Said stockholders or Members, pursuant to the General Corporations Act of Florida, have executed and dated a written consent authorizing the merger contemplated herein.

This Agreement has also been unanimously approved by the governing bodies of each of the constituent entities, and pursuant to the terms and conditions contained in this Agreement, a Merger Certificate will be executed, verified, delivered and filed at the State Department of Florida to be filed pursuant to applicable laws.

On the effective date of this merger, which shall coincide with the execution of this Agreement, the separate corporate existence of **Inter** will cease and it will merge into the surviving entity **Vulcan**.

IN WITNESS WHEREOF, The President and the Managing Member of both entities has executed this agreement under their respective seals at Miami, Florida, the day and year first written above.

VULCAN EQUITIES L.C.
By: 
Name: Eddy Leal
Title: managing Member

Inter-Realty Investment Inc.
By: 
Name: Eddy Leal
Title: President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA