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Division of Corporations

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Florida Department of State
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MERGER OR SHARE EXCHANGE
PASSION GROWERS LLC

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger

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CERTIFICATE OF MERGER

FOR

FLORIDA LIMITED LIABILITY COMPANY

The following Certificate of Merger is submitted to merge the following Florida limited liability companies in accordance with Section 608.4382, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
18 Logistic Properties, LLC	Florida	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>
Passion Growers LLC	Florida	Limited Liability Company

THIRD: The attached Plan and Agreement of Merger has been approved and executed by the surviving company pursuant to the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The attached Plan and Agreement of Merger has been approved and executed by the merging company pursuant to the applicable provisions of Chapter 608, Florida Statutes.

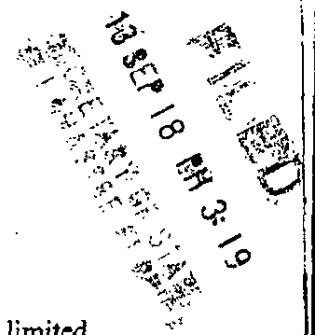
FIFTH: The Articles of Organization of the surviving limited liability company shall be its Articles of Organizations

SIXTH: The merger is to become effective upon the filing of this Certificate.

SEVENTH: The Plan and Agreement of Merger is on file at 7499 N.W. 31 Street, Miami, FL 33122, the office of the surviving company.

EIGHTH: A copy of the Plan and Agreement of Merger will be furnished by the surviving limited liability company upon request, without cost, to any member of the merging and surviving companies.

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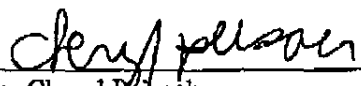
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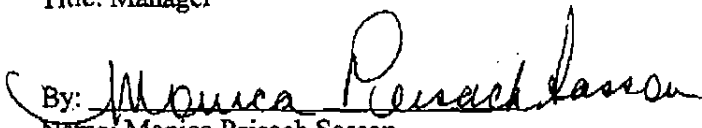
IN WITNESS WHEREOF, said surviving limited liability company and said merging limited liability company have caused this certificate to be signed by their managers, the 17th day of September 2013.

SURVIVING COMPANY:

PASSION GROWERS LLC, a Florida limited liability company


By: 
Name: Jaime Peisach
Title: Manager


By: 
Name: Cheryl Peisach
Title: Manager

By: 
Name: Monica Peisach Sasson
Title: Manager

MERGING COMPANY:

18 LOGISTIC PROPERTIES, LLC, a Florida limited liability company

By: 
Name: Jaime Peisach
Title: Manager

By: 
Name: Cheryl Peisach
Title: Manager

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EXHIBIT I

PLAN AND AGREEMENT OF MERGER

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PLAN AND AGREEMENT OF MERGER

The following plan and agreement of merger (the "Plan and Agreement of Merger") is submitted in compliance with Section 608.438 of the Florida Limited Liability Company Act.

First: The name and jurisdiction of the **merging** company is:

<u>Name</u>	<u>Jurisdiction</u>
18 Logistic Properties, LLC	Florida

Second: The name and jurisdiction of the **surviving** company is:

<u>Name</u>	<u>Jurisdiction</u>
Passion Growers LLC	Florida

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

1. The constituent entities, Passion Growers LLC, a Florida limited liability company (the "Surviving Company") and 18 Logistic Properties, LLC, a Florida limited liability company (the "Merging Company"), shall, pursuant to the applicable provisions of the Florida Limited Liability Company Act, be merged with and into a single company, to wit, the Surviving Company. Upon the date of filing of the Certificate of Merger, with the Florida Department of State (the "Effective Date"), the Surviving Company shall continue to exist under its present name pursuant to the provisions of the Florida Limited Liability Company Act and the separate existence of the Merging Company shall cease in accordance with the provisions of the Florida Limited Liability Company Act.

2. The Articles of Organization and the Operating Agreement of the Surviving Company upon the Effective Date of the merger shall be the Articles of Organization and the Operating Agreement of the Surviving Company and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Florida Limited Liability Company Act.

3. Upon the Effective Date, the Surviving Company shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of each of the Surviving Company and the Merging Company, and all obligations belonging to or due to each of the Surviving Company and the Merging Company, all of which shall be vested in the Surviving Company without further act or deed. The Surviving Company shall be liable for all the obligations of the Surviving Company and the Merging Company; any claim existing, or action or proceeding pending, by or against the Surviving Company and the Merging Company, may be prosecuted to judgment, with right of appeal, as if the merger had not taken place, or the Surviving Company may be substituted in its place; and all the rights of creditors of each of the Surviving Company and the Merging Company shall be preserved unimpaired.

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4. The Managers of the Surviving Company upon the Effective Date shall continue to be the managers of the Surviving Company, whom shall hold their position until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Operating Agreement of the Surviving Company.

5. The names and business addresses of the Managers of the Surviving Company are as follows:

JAI ME PEISACH
7499 N.W. 31 STREET
MIAMI, FL 33122

CHERYL PEISACH
7499 N.W. 31 STREET
MIAMI, FL 33122

MONICA PEISACH SASSON
7499 N.W. 31 STREET
MIAMI, FL 33122

6. The Managers of the Surviving Company and the Managers of the Merging Company are authorized to amend this Plan and Agreement of Merger at any time prior to the Effective Date, subject to the limitations set forth in the Florida Limited Liability Company Act.

7. The Plan and Agreement of Merger herein made and adopted shall be submitted to the sole Member of the Merging Company and to the Members of the Surviving Company for their adoption or rejection in the manner prescribed by the provisions of the Florida Limited Liability Company Act, and the merger of the Merging Company with and into the Surviving Company shall be authorized in the manner prescribed by Section 608.438 of the Florida Limited Liability Company Act.

8. In the event that this Plan and Agreement of Merger shall have been adopted by the sole Member of the Merging Company and the Members of the Surviving Company in the manner prescribed by the provisions of the Florida Limited Liability Company Act, and in the event that the merger of the Merging Company with and into the Surviving Company shall have been duly authorized in compliance with the Florida Limited Liability Company, the Merging Company and the Surviving Company hereby stipulate that they shall cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida, and that they shall cause to be performed all necessary acts therein and elsewhere to effectuate the merger subject, however, to any provision or provisions contained hereinafter for abandoning or amending this Plan and Agreement of Merger.

9. The Managers and the proper officers of the Merging Company and the Managers and the proper officers of the Surviving Company are hereby each individually authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger or of the merger herein provided for.

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10. At any time before the Effective Date of the merger, this Plan and Agreement of Merger may be terminated and the merger may be abandoned for any reason whatsoever by the Managers of the Merging Company or the Managers of the Surviving Company, or by both, by the adoption of appropriate resolutions and written notification thereof to the other party to the merger, notwithstanding the approval of this Plan and Agreement of Merger by the sole Member of the Merging Company or by the Members of the Surviving Company, or both. In the event of the termination of this Plan and Agreement of Merger and the abandonment of the merger pursuant to the provisions of this section, this Plan and Agreement of Merger shall become void and have no effect, without any liability on the part of either of the constituent entities or their respective officers, directors, managers, or members in respect thereof, pursuant to the Florida Limited Liability Company.

Fourth:

- (1) The total number of issued and outstanding units in the Merging Company is One Hundred (100) representing one hundred percent (100%) of the membership interest in the Merging Company, and all of which are entitled to vote on the merger. The total number of issued and outstanding units in the Surviving Company is One Hundred (100) representing one hundred percent (100%) of the membership interest in the Surviving Company, and all of which are entitled to vote on the merger.
- (2) The issued units of the Merging Company shall, upon the Effective Date of merger, be surrendered and cancelled and no new units of membership interest in the Surviving Company shall be issued due to the fact that the Surviving Company is the sole owner of all of the units of the Merging Company. The total of issued units shall continue to represent one hundred percent (100%) of the membership interest in the Surviving Company.

Fifth: The merger is permitted by the laws of the State of Florida, under which the Merging Company is formed, and by the laws of the State of Florida, under which the Surviving Company is formed, and the Merging Company and the Surviving Company are in compliance with such laws in effecting the merger.

This Plan and Agreement of Merger may be executed in counterparts which when taken together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]


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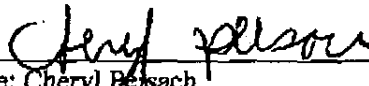
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IN WITNESS WHEREOF, each of the undersigned entities has caused this Plan and Agreement of Merger to be signed in their names by their duly authorized managers as of this 17th day of September 2013.

MERGING COMPANY:

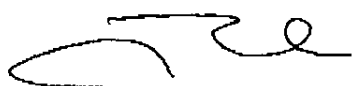
18 LOGISTIC PROPERTIES, LLC, a Florida limited liability company

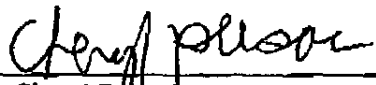
By: 
Name: Jaime Peisach
Title: Manager


By: 
Name: Cheryl Peisach
Title: Manager

SURVIVING COMPANY:

PASSION GROWERS LLC, a Florida limited liability company

By: 
Name: Jaime Peisach
Title: Manager

By: 
Name: Cheryl Peisach
Title: Manager

By: 
Name: Monica Peisach Sasson
Title: Manager

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