

JUN 17 2004 12:07 PM

CORPORATION SVC CO

NO. 552

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P02000026070

Florida Department of State  
Division of Corporations  
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From:

Account Name : CORPORATION SERVICE COMPANY  
Account Number : I20000000195  
Phone : (850)521-1000  
Fax Number : (850)558-1575

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MERGER OR SHARE EXCHANGE

CRISTIAN LAY, INC.

Certificate of Status	0
Certified Copy	0
Page Count	17
Estimated Charge	\$70.00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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06/17/04



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

June 16, 2004

CRISTIAN LAY, INC.  
2711 CENTERVILLE ROAD, SUITE 400  
WILMINGTON, DE 19808

**RESUBMIT**

SUBJECT: CRISTIAN LAY, INC.  
REF: P02000026070

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The date of adoption/authorization of this document must be a date on or prior to submitting the document to this office, and this date must be specifically stated in the document. If you wish to have a future effective date, you must include the date of adoption/authorization and the effective date. The date of adoption/authorization is the date the document was approved.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell  
Document Specialist

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Letter Number: 504A00040369

JUN. 16. 2004 9:43AM

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NO. 465 P. 2



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

June 9, 2004

CRISTIAN LAY, INC.  
2711 CENTERVILLE ROAD, SUITE 400  
WILMINGTON, DE 19808

**RESUBMIT**

SUBJECT: CRISTIAN LAY, INC.  
REF: P02000025070

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

The date of adoption/authorization of this document must be a date on or prior to submitting the document to this office, and this date must be specifically stated in the document. If you wish to have a future effective date, you must include the date of adoption/authorization and the effective date. The date of adoption/authorization is the date the document was approved.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6906.

Darlene Connell  
Document Specialist

FAX Aud. #: H04000121814  
Letter Number: 904A00039255

ARTICLES OF MERGER

OF

CRISTIAN LAY, INC.  
(a New York corporation)

WITH AND INTO

CRISTIAN LAY, INC.  
(a Florida corporation)

EFFECTIVE DATE  
6/15/04

04 JUN - 8 PM 4:40  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To the Secretary of State of the State of Florida:

Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger:

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger (the "Agreement and Plan of Merger") of CRISTIAN LAY, INC., a New York corporation (the "Target Corporation"), with and into CRISTIAN LAY, INC., a Florida corporation (the "Surviving Corporation"), with the Surviving Corporation continuing as the surviving corporation of the merger.

2. The merger of the Target Corporation with and into the Surviving Corporation is permitted by the laws of the jurisdiction of organization of the Target Corporation and is in compliance with said laws. The effective date of adoption of the Plan of Merger by the shareholders of Target Corporation is May 31, 2004.

3. In accordance with 2.01 of the Agreement and Plan of Merger, the Articles of Incorporation of the Surviving Corporation in effect at the Effective Time (defined below) shall be the Articles of Incorporation of the surviving corporation of the merger except that Article IV of such Articles of Incorporation shall be amended and restated in its entirety as follows:

"ARTICLE IV SHARES

The number of shares the corporation is authorized to issued is 5,000 common stock, par value \$100.00 per share."

4. The sole shareholder of the Surviving Corporation approved and adopted the aforesaid Agreement and Plan of Merger by written consent effective as of May 31, 2004 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

5. The effective time and date of the merger herein provided for in the State of Florida shall be on June 15, 2004 (the "Effective Time").

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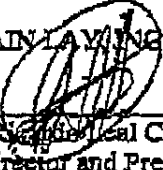
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Executed effective as of May 31, 2004

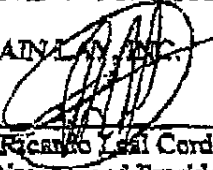
**TARGET CORPORATION:**

~~CRISTAIN LAY INC.~~

By:   
Name: Ricardo Leal Cordobes  
Title: Director and President

**SURVIVING CORPORATION:**

~~CRISTAIN LAY INC.~~

By:   
Name: Ricardo Leal Cordobes  
Title: Director and President

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**CRISTIAN LAY, INC.**  
*(a Florida Corporation)*

**WRITTEN CONSENT**

**IN LIEU OF A**

**MEETING OF THE SOLE SHAREHOLDER**


THE UNDERSIGNED, being the sole shareholder of CRISTIAN LAY, INC., a Florida corporation (the "Corporation"), hereby records consent, pursuant to Section 607.0704 of the Florida Business Corporation Act, to the adoption of the following resolutions in lieu of a meeting of the sole shareholder of the Corporation:

RESOLVED, the merger of the Corporation with CRISTIAN LAY, INC., a New York corporation (the "Target"), with the Corporation continuing as the surviving corporation of the merger, pursuant to the Agreement and Plan of Merger between the Corporation and the Target in the form attached hereto (the "Agreement"), and each of the transactions contemplated in the Agreement, be, and the same hereby is, ratified, approved and adopted in all respects; and further,

RESOLVED, that all actions heretofore taken on behalf of the Corporation by the Board of Directors of the Corporation be, and the same hereby are, ratified, approved and adopted in all respects.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent effective as of May 31, 2004.

INDUSTRIAS CRISTIAN LAY, S.A.

By:   
Name: Ricardo Leal Cordobas  
Title: Sole Shareholder

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**CRISTIAN LAY, INC.**  
*(a Florida Corporation)*

**WRITTEN CONSENT**

**IN LIEU OF A**

**MEETING OF THE BOARD OF DIRECTORS**

THE UNDERSIGNED, being the sole member of the Board of Directors (the "Board of Directors") of CRISTIAN LAY, INC., a Florida corporation (the "Corporation"), hereby records consent, pursuant to Section 607.0821 of the Florida Business Corporation Act, to the adoption of the following resolutions in lieu of a meeting of the Board of Directors of the Corporation:

RESOLVED, that, subject to shareholder approval, the merger of the Corporation with CRISTIAN LAY, INC., a New York corporation (the "Target"), with the Corporation continuing as the surviving corporation of the merger (the "Merger"), pursuant to the Agreement and Plan of Merger between the Corporation and the Target in the form attached hereto (the "Agreement"), and each of the transactions contemplated in the Agreement, be, and the same hereby is, ratified, approved and adopted in all respects; and further,

RESOLVED, that the Board of Directors hereby recommends that the sole shareholder of the Corporation adopt the Agreement; and further,

RESOLVED, that the proper officers of the Corporation (the "Proper Officers") be, and each of them hereby is, authorized, in the name and on behalf of the Corporation, to execute and deliver the Agreement and to take such actions as may be necessary or advisable to comply with the terms thereof and to consummate the transactions contemplated thereby; and further,

RESOLVED, that the Proper Officers be, and each of them hereby is, authorized, in the name and on behalf of the Corporation, to prepare and execute an appropriate Articles of Merger with respect to the Merger (the "Merger Certificate") and to cause the same to be filed with the Secretary of State of the State of Florida at the effective time of the Merger (the "Effective Time"), and to do all acts and things whatsoever, whether within or without the State of Florida, which may be necessary or appropriate to effect the Merger; and further,

RESOLVED, that the Proper Officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to take such additional lawful action, make such further filings with and give such notices to governmental authorities, and execute and deliver such additional agreements, certificates, letters, documents, notices, and instruments, as any of them may deem

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necessary or appropriate to implement the provisions of the foregoing resolutions, the authority for the taking of such action and the execution and delivery of such agreements, documents and instruments to be conclusively evidenced thereby.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent to be effective as of May 31, 2004.



Ricardo Leal Cardobas  
Sole Director

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~~AGREEMENT AND PLAN OF MERGER OF~~

OF

CRISTIAN LAY, INC.  
(a Florida corporation)

AND

CRISTIAN LAY, INC.  
(a New York corporation)

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of June 15, 2004, by and between Cristian Lay, Inc., a Florida corporation (the "Corporation"), and Cristian Lay, Inc., a New York corporation (the "Target Corporation").

WITNESSETH:

WHEREAS, the Corporation desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Target Corporation by means of a merger of the Target Corporation with and into the Corporation; and

WHEREAS, Section 607.1107 *et al.* of the Florida Business Corporation Act (the "Florida BCA"), and Section 907 *et al.* of the New York Business Corporation Law (the "New York BCL"), authorize the merger of a New York corporation with and into a Florida corporation; and

WHEREAS, the Corporation and the Target Corporation desire to merge (the "Merger"), following which the Corporation shall be the surviving entity; and

WHEREAS, each of the Board of Directors and sole shareholders of the Corporation and Target Corporation, in accordance with their respective Articles of Incorporation, Certificate of Incorporation and By-laws, has approved this Agreement and the consummation of the Merger.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and conditions contained herein, the parties hereto covenant and agree as follows:

ARTICLE I  
THE MERGER

SECTION 1.01. The Merger. (a) At the effective time of the Merger, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Corporation and the Target Corporation shall determine, the Corporation, which shall be the surviving entity, shall merge with the Target Corporation and shall file (i) the Articles of Merger

~~in the form of Exhibit 1 attached hereto with the Secretary of State of the State of Florida, and~~  
 (ii) the Certificate of Merger in the form of Exhibit 2 attached hereto with the Secretary of State of the State of New York (the forms attached as Exhibit 1 and Exhibit 2 shall herein be referred to as the "Certificates of Merger") and make all other filings or recordings required by Florida law and New York law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificates of Merger (the "Effective Time").

(b) At the Effective Time, the Target Corporation shall be merged with and into the Corporation, whereupon the separate existence of the Target Corporation shall cease, and the Corporation shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 607.1107 of the Florida BCA and Section 907 of the New York BCL.

**SECTION 1.02. Exchange of Shares.** At the Effective Time:

(i) The 1,500 shares of common stock of the Corporation, which represents all the issued and outstanding shares of common stock of the Corporation immediately prior to the Effective Time, shall remain outstanding as shares of common stock of the Surviving Corporation; and

(ii) The 1,500 shares of common stock of the Target Corporation, which represents all the issued and outstanding shares of common stock of the Target Corporation immediately prior to the Effective Time, shall be converted into and shall become the same number of shares of common stock of the Surviving Corporation.

**ARTICLE II  
 THE SURVIVING CORPORATION**

**SECTION 2.01. Articles of Incorporation.** The Articles of Incorporation of the Corporation in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation except that Article IV of such Articles of Incorporation shall be amended and restated in its entirety as follows:

**ARTICLE IV SHARES**

The number of shares the corporation is authorized to issued is 5,000 common stock, par value \$100.00 per share."

**SECTION 2.02. By-laws.** The By-laws of the Corporation in effect at the Effective Time shall be the By-laws of the Surviving Corporation unless and until amended in accordance with their terms and applicable law.

**SECTION 2.03. Name of Surviving Corporation.** The name of the Surviving Corporation shall be Cristian Lay, Inc.

**SECTION 2.04. Directors and Officers.** From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law, (i)

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~~the directors of the Corporation at the Effective Time shall be the directors of the Surviving Corporation, and (ii) the officers of the Corporation at the Effective Time shall be the officers of the Surviving Corporation.~~

**ARTICLE III  
TRANSFER AND CONVEYANCE OF ASSETS  
AND ASSUMPTION OF LIABILITIES**

**SECTION 3.01. Transfer, Conveyance and Assumption.** At the Effective Time, the Corporation shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Target Corporation, and all of the assets and property of whatever kind and character of the Target Corporation shall vest in the Corporation without further act or deed; thereafter, the Corporation, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of the Target Corporation, and any claim or judgment against the Target Corporation may be enforced against the Corporation, as the Surviving Corporation, in accordance with Section 607.1107 of the Florida BCA and Section 907 of the New York BCL.

**SECTION 3.02. Further Assurances.** If at any time the Corporation shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Corporation the title to any property or right of the Target Corporation, or otherwise to carry out the provisions hereof, the Target Corporation as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to carry out the provisions hereof.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF THE TARGET CORPORATION**

The Target Corporation represents and warrants to the Corporation that:

**SECTION 4.01. Corporate Existence and Power.** The Target Corporation is a corporation duly formed, validly existing and in good standing under the laws of the State of New York.

**SECTION 4.02. Corporate Authorization.** The execution, delivery and performance by the Target Corporation of this Agreement and the consummation by the Target Corporation of the transactions contemplated hereby have been duly authorized by all necessary corporate action subject to the approval thereof of the sole shareholder of the Target Corporation. This Agreement constitutes a legal, valid and binding obligation of the Target Corporation enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditor's rights generally or by the scope of equitable remedies which may be available.

~~SECTION 4.03. No Conflict or Breach. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not (i) constitute, with or without the giving of notice or passage of time, or both, a breach of any of the terms or provisions of, or a default under, any material agreement, indenture or other instrument to which the Target Corporation is a party or by which it is bound, (ii) conflict with the Target Corporation's Certificate of Incorporation or By-laws, any material judgment, decree, order or award of any court, governmental body or arbitrator binding upon or affecting it or (iii) conflict with any material law, rule or regulation applicable to the Target Corporation.~~

SECTION 4.04. Approvals. No consent, action, approval or authorization prescribed by any law, rule or regulation, or by any material agreement to which the Target Corporation is a party, is required to be obtained or taken by the Target Corporation in order to permit the consummation of the transactions contemplated by this Agreement, other than those which have been obtained or taken.

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES  
OF THE CORPORATION**

The Corporation represents and warrants to the Target Corporation that:

SECTION 5.01. Corporate Existence and Power. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

SECTION 5.02. Corporate Authorization. The execution, delivery and performance by the Corporation of this Agreement and the consummation by the Corporation of the transactions contemplated hereby have been duly authorized by all necessary corporate action subject to the approval thereof of the sole shareholder of the Corporation. This Agreement constitutes a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditor's rights generally or by the scope of equitable remedies which may be available.

SECTION 5.03. No Conflict or Breach. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not (i) constitute, with or without the giving of notice or passage of time, or both, a breach of any of the terms or provisions of, or a default under, any material agreement, indenture or other instrument to which the Corporation is a party or by which it is bound, (ii) immediately after the filings of the Certificates of Merger, conflict with the Corporation's Articles of Incorporation or By-laws, any material judgment, decree, order or award of any court, governmental body or arbitrator binding upon or affecting it or (iii) conflict with any material law, rule or regulation applicable to the Corporation.

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~~SECTION 5.04. Approvals. No consent, action, approval or authorization~~  
prescribed by any law, rule or regulation, or by any material agreement to which the Corporation is a party, is required to be obtained or taken by the Corporation in order to permit the consummation of the transactions contemplated by this Agreement, other than those which have been obtained or taken.

**ARTICLE VI  
CONDITIONS TO THE MERGER**

SECTION 6.01. Conditions to the Obligations of Each Party. The obligations of the Target Corporation and the Corporation to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Time:

- (i) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;
- (ii) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained; and
- (iii) this Agreement shall have been adopted by the sole shareholder of each of the Corporation and Target Corporation as required by and in accordance with applicable law.

**ARTICLE VII  
TERMINATION**

SECTION 7.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (i) by mutual written consent of the parties hereto; or
- (ii) by either party, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Corporation or the Target Corporation from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 7.02. Effect of Termination. If this Agreement is terminated pursuant to this Section, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

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**ARTICLE VIII  
MISCELLANEOUS**

**SECTION 8.01. Amendments; No Waivers.**

(i) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the parties hereto.

(ii) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**SECTION 8.02. Integration.** All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Corporation and the Target Corporation, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Corporation and the Target Corporation with respect to the subject matter hereof.

**SECTION 8.03. Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

**SECTION 8.04. Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**SECTION 8.05. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

**SECTION 8.06. Counterparts; Effectiveness.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

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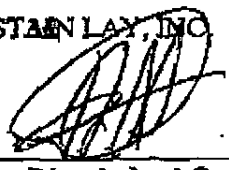
CORPORATION SVC CO

NO. 552 P. 14  
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
duly executed by their respective authorized representatives as of the day and year first-above  
written.


TARGET CORPORATION

CRISTIAN LAY, INC

By:   
Name: Ricardo Leal Cordobes  
Title: Director and President

CORPORATION

CRISTIAN LAY, INC

By:   
Name: Ricardo Leal Cordobes  
Title: Director and President