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MERGER OR SHARE EXCHANGE

IBG TRADING, INC.

Certificate of Status	0
Certified Copy	1
Page Count	03
Estimated Charge	\$78.75

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*Merger IS
4/18/08*

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ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section 607.1105, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. IBG Trading, Inc. 1691 Michigan Avenue, Suite 240 Miami Beach, Florida 33154	Florida	Corporation
2. Herrera Financial Services, Inc. 5201 Alhambra Circle Coral Gables, Florida 33146	Florida	Corporation

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

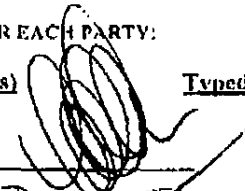

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
IBG Trading, Inc. 1691 Michigan Avenue, Suite 240 Miami Beach, Florida 33139	Florida	Corporation

THIRD: The attached Plan of Merger meets the requirements of section 607.1101, Florida Statutes, and was approved on April 16, 2008 by the shareholder of each domestic corporation that is a party to the merger in accordance with Chapter 607 Florida Statutes.

FOURTH: The merger is permitted under the respective laws of Florida and is not prohibited by the by-laws or articles of incorporation of any corporation that is a party to the merger.

FIFTH: The merger shall become effective as of filing with the Florida Secretary of State.

SIXTH: SIGNATURE(S) FOR EACH PARTY:

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
IBG Trading, Inc.		Albert Schumacher, President
Herrera Financial Services, Inc.		Julio Herrera, Director and CEO

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of _____, 2008 (this "Agreement"), between IBG Trading, Inc a Florida Corporation (the "Surviving Entity"), and Herrera Financial Services, Inc., a Florida Corporation (the "Disappearing Entity").

WITNESSETH:

WHEREAS, the Surviving Entity desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Disappearing Entity by means of a merger of the Disappearing Entity with and into the Surviving Entity. The Disappearing Entity and the Surviving Entity are sometimes hereinafter collectively referred to as the "Constituent Entities."

RECITALS:

WHEREAS, the Board of Directors of the Disappearing Entity and the Board of Directors of the Surviving Entity have determined that it is in the best interest of their respective corporations and their shareholders to consummate the merger contemplated by this Plan.

WHEREAS, Caja Caracas Casa de Bolsa ("CCC"), as the sole shareholder of the Surviving Entity and as the sole shareholder of the Disappearing Entity, deems it advisable that the Disappearing Entity be merged into the Surviving Entity under the laws of the State of Florida in the manner provided therefore pursuant to §607.1105 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Entities have agreed, and do hereby plan, to merge upon the terms and conditions stated below.

Agreement to Merge. At the Effective Date (defined below), the Disappearing Entity shall be merged into the Surviving Entity (the "Merger") pursuant to the Act, and the separate corporate existence of the Disappearing Entity shall cease and the Surviving Entity shall continue to exist.

Effective Date of the Merger. The Merger shall be effective on the date of the filing of the Certificate of Merger attached hereto as Exhibit "A" with the office of the Secretary of State of Florida (the "Effective Date").

Certificate of Incorporation and Bylaws. Until altered, amended or repealed, the Certificate of Incorporation and the Bylaws of the Surviving Entity shall be those of IBG Trading, Inc. as in effect immediately prior to the Effective Date.

Directors and Officers of Surviving Entity. The directors and officers of the Surviving Entity shall be the directors and officers of IBG Trading, Inc. that are serving immediately prior to the Effective Date, until such time as their successors shall be duly elected and qualified.

Merger Consideration. Prior to the Merger, CCC owned 100% of the outstanding capital stock of IBG Trading, Inc. and 100% of the outstanding capital stock of Herrera Financial Services, Inc. On the Effective Date of the Merger, and without any further action by CCC or the parties hereto: (i) the capital stock of Herrera Financial services, Inc. issued and outstanding immediately prior to the Effective Date shall automatically be cancelled, and (ii) the capital stock of IBG Trading, Inc. issued and outstanding immediately before the Effective Date shall remain issued and outstanding and shall constitute 100% of the issued and outstanding shares of the Surviving Entity.

Rights of the Surviving Entity. Upon the Effective Date: (a) the Disappearing Entity and the

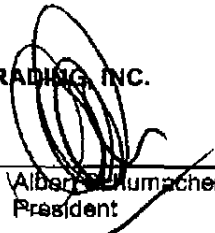
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Surviving Entity shall become a single corporation and the separate corporate existence of the Disappearing Entity shall cease; (b) the Surviving Entity shall succeed to and possess all of the rights, privileges, powers and immunities of the Disappearing Entity which, together with all of the assets, goodwill, business, patents, trademarks, and properties of the Disappearing Entity of every type and description, wherever located, real, personal or mixed, whether tangible or intangible (including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, rights and all books and records relating to the Disappearing Entity), shall vest in the Surviving Entity without further act or deed and the title to any real property or other property vested by deed or otherwise in the Disappearing Entity shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired, the Surviving Entity shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities, and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 6, all corporate acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their shareholders, Board of Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Entity as they were with respect to the Constituent Entities.

Right to Abandon or Amend the Merger. The Board of Directors of the Disappearing Entity and of the Surviving Entity shall each have the power, in their discretion, to abandon or amend the Merger prior to the filing of the Certificate of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and hereunto subscribed their names on the date first written above.

IBG TRADING, INC.

By: 
 Name: Alberto Humacher
 Title: President

HERRERA FINANCIAL SERVICES, INC.

By: 
 Name: Julio Herrera
 Title: Director and Chief Executive Officer

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