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Division of Corporations

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MERGER OR SHARE EXCHANGE  
VERTILUX LIMITED

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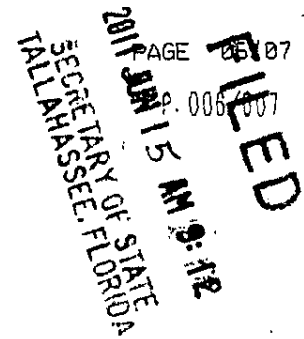
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EXAMINER

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*Certificate* OF MERGER  
OF  
VERTILUX LIMITED AND VERTILUX WEST, INC.

PURSUANT TO the provisions of the Florida Statutes, the undersigned hereby certify that:

FIRST: That a Plan of Merger has been entered into as of the 31<sup>st</sup> day of May, 2010, by and among VERTILUX WEST, INC., a Texas corporation and VERTILUX LIMITED, a Florida limited liability partnership ("Plan of Merger").

SECOND: That the names and states of each of the constituent entities are VERTILUX LIMITED, a Florida limited partnership and VERTILUX WEST, INC., a Texas corporation. The Plan of Merger provides for the merger of VERTILUX WEST, INC. into VERTILUX LIMITED.

THIRD: That the name of the surviving entity is VERTILUX LIMITED.

FOURTH: That the Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The Plan of Merger was approved by the Board of Directors and Shareholders of VERTILUX WEST, INC. on this 31st day of May, 2010 and by the General Partner of VERTILUX LIMITED on this 31<sup>st</sup>, day of May, 2010.

FIFTH: After the effective date of the merger, the Certificate of Partnership of the surviving entity shall be identical to the surviving entity's Certificate of Partnership prior to the merger.

SIXTH: That the Plan of Merger is on file at the principal place of business of VERTILUX LIMITED, the surviving entity, the address of which is 7300 N.W. 35<sup>th</sup> Terrace,

ARTICLES OF MERGER

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Miami, FL 33022.

**SEVENTH:** That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any corporation made a party thereto.

**EIGHTH:** That VERTILUX LIMITED owns 100% of the issued and outstanding shares of VERTILUX WEST, INC. Upon the Merger, all outstanding and issued shares of VERTILUX WEST, INC. shall be terminated and have no further value.

**NINTH:** That the merger of VERTILUX WEST, INC. into VERTILUX LIMITED shall become effective upon filing these Articles with the Florida and Texas Secretaries of State ("Effective Date").

**IN WITNESS WHEREOF,** the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on the 31<sup>st</sup> day of May, 2010.

**VERTILUX LIMITED,**  
a Florida limited partnership

By: Vertilux Management Inc.,  
Its: General Partner

By:   
Jose Manuel Belsol, President

**VERTILUX WEST, INC.,**  
a Texas corporation

By:   
Jose Manuel Belsol, President

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PLAN OF MERGER

BETWEEN

VERTILUX LIMITED AND VERTILUX WEST, INC.

THIS PLAN OF MERGER ("Plan") is entered into this 31<sup>st</sup> day of May 2010 ("Effective Date") between VERTILUX LIMITED, a Florida limited partnership ("**LIMITED**") and VERTILUX WEST, INC., a ~~Texas~~ corporation ("**WEST**").

WITNESSETH

WHEREAS, the Board of Directors of WEST and the General Partner of LIMITED deem it desirable and in the best business interests of WEST and its stockholders and LIMITED and its partners that WEST be merged into LIMITED upon the terms and subject to the conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE 1

Merger

1.1. Surviving Entity. At the Effective Date, as defined in Section 2, WEST shall be merged into LIMITED, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

1.2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

1.3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the General Partner of the Surviving Entity or, as the case may be, directors of WEST shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

VERTILUX LIMITED  
PLAN OF MERGER

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1.4. Regulations. The Limited Partnership Agreement of LIMITED in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Limited Partnership Agreement of the Surviving Entity after the Effective Date.

1.5. Articles of Organization of LIMITED. The Articles of Organization of LIMITED, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

1.6. General Partner. The General Partner of LIMITED immediately prior to the Effective Date shall constitute the manager of the Surviving Entity after the Effective Date until his or her successor shall have been elected and qualified as provided in the Regulations of the Surviving Entity and in this Plan.

## ARTICLE 2

### Cancellation of Shares at the Effective Date

Each share of common stock of WEST issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

## ARTICLE 3

### Effect of Merger

#### 3.1. Upon the Effective Date:

a) WEST and LIMITED shall become a single entity of which LIMITED shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be VERTILUX LIMITED.

(b) The separate existence of WEST shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of WEST. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to WEST shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in WEST shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of WEST. The Merger shall impair neither the rights of creditors nor any liens upon the property of WEST.

3.2. No Conversion of Interests. Since LIMITED owns 100% of the authorized and outstanding shares of capital stock of WEST, there will be no conversion of WEST stock in exchange for a percentage interest in LIMITED.

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**ARTICLE 4**

**Representations and Warranties of WEST**

WEST represents and warrants to LIMITED as follows:

Due Incorporation, Etc. WEST is a duly organized and validly existing corporation in good standing under the laws of the State of Texas and satisfactory evidence of such good standing has been or will promptly be delivered to LIMITED.

**ARTICLE 5**

**Representations and Warranties of LIMITED**

LIMITED represents and warrants to WEST as follows:

Due organization, Etc. LIMITED is a duly organized and validly existing limited partnership in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to WEST

**ARTICLE 6**

**Successors and Assigns**

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

**ARTICLE 7**

**General Partner**

Pursuant to Section 608.438(3)(e) of the Florida Statutes, the name and business address of the General Partner of LIMITED is as follows:

Vertlux Management, Inc.  
7300 N.W. 35<sup>th</sup> Terrace  
Miami, Florida 33122

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**ARTICLE 8****General Provisions**

**8.1. Place of Closing, Closing Date.** The closing shall take place at the offices of Mitchell Seth Polansky, P.A., 999 Brickell Ave., Ste. 600, Miami, Florida, 33131 on the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

**8.2. Entire Understanding.** This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

**8.3. Waivers.** The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

**8.4. Termination.** At any time prior to the filing of the Articles of Merger with WEST and LIMITED, either party may terminate this Plan hereto.

**8.5. Counterparts.** This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**8.6. Heading.** The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

**8.7. Applicable Law.** This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

VERTILUX WEST, INC.

By:   
Jose Garcia

Its: President and Director

VERTILUX LIMITED

By: Vertilux Management, Inc.

Its: General Partner

By:   
Jose Manuel Belsoi, PresidentVERTILUX LIMITED  
PLAN OF MERGER