

Florida Department of State
Division of Corporations
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Division of Corporations
Fax Number : (850) 617-6380

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Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

L. SELLERS

JAN - 5 2010

EXAMINER

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: N/A

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MERGER OR SHARE EXCHANGE
Barcel USA, LLC

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$75.00

10 JAN -6 AM 11:34
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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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 Company(ies) in accordance with s. 608.4382, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Dayhoff, LLC	Florida	Limited Liability Company
Barcel USA, LLC	Texas	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>
Barcel USA, LLC	Texas	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:

1200 Walnut Hill Lane, Suite 1700

Irving, Texas 75038

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.608.4351-608.43595, F.S.

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: 1200 Walnut Hill Lane, Suite 1700

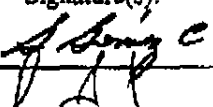
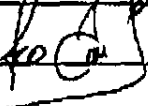
Irving, Texas 75038

Mailing address: 1200 Walnut Hill Lane, Suite 1700

Irving, Texas 75038

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:
Barcel USA, LLC		Gabino Gomez C.
Dayhoff, LLC		Francisco Cerre / 6/5/2

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:

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), is entered into as of October 9, 2009, by and between Dayhoff, LLC, a Florida limited liability company ("Dayhoff"), and Barcel USA, LLC, a Texas limited liability company ("Barcel"). Dayhoff and Barcel are hereinafter sometimes collectively referred to as the "Constituent LLCs".

RECITALS

A. The Constituent LLCs believe that it is in the best interest of the Constituent LLCs and their members to consolidate their business under a single entity.

B. Barcel is a wholly-owned subsidiary of Dayhoff.

C. The members of the Constituent LLCs desire to agree to cause Dayhoff to merge with and into Barcel upon the terms and subject to the conditions set forth in this Merger Agreement.

NOW, THEREFORE, the parties hereby adopt the plan of merger encompassed by this Merger Agreement and hereby agree that Dayhoff shall merge with and into Barcel as provided herein.

1. Merger. Subject to compliance with the Chapter 10 of the Texas Business Organization Code (the "Code") and s.608.438 of the Florida Limited Liability Company Act (the "Act") and the terms and conditions of this Merger Agreement, Dayhoff shall be merged with and into Barcel through a tax-free merger under Section 708 of the United States Internal Revenue Code (the "Merger"), and Barcel shall be the surviving limited liability company (Barcel may hereinafter be referred to as the "Surviving LLC").

2. Closing. The closing of the Merger (the "Closing") shall take place at the offices of Barcel on October 9, 2009 or such later date as agreed to by the parties (the "Closing Date"). On or prior to the Closing Date, each of the parties shall take all actions and deliver all such documents, instruments, certificates, agreements, securities and other items as may be requisite and are within its power to perform in order to fulfill and observe all covenants, conditions and agreements on its part to be performed, fulfilled and observed at or prior to the Merger.

3. Certificate of Merger. On the Closing Date, the parties hereto shall cause a Certificate of Merger meeting the requirement of the Code to be properly executed and filed in accordance with the applicable provisions of the Code with the Secretary of State of the State of Texas, and a Certificate of Merger in accordance with s.608.4382, of the Act with the Florida Secretary of State. The Merger shall become effective as of the date (the "Effective Date") of the filing of Certificate of Merger in accordance with the Code or at such later time which the parties hereto have agreed and designated in such Certificate of Merger as the effective time of the Merger.

4. Cancellation of Membership Interests of Dayhoff. Upon the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent LLCs, or their respective

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TREASURY
FLORIDA

managers or members, each membership unit of Dayhoff that is issued and outstanding immediately prior to the Effective Date shall be cancelled without the payment of any consideration therefor.

5. Governing Documents.

(a) The Certificate of Formation of the Surviving LLC in effect immediately prior to the Effective Date shall be the Certificate of Formation of said Surviving LLC after the Effective Date and shall continue to be in full force and effect until amended and changed in the manner prescribed by the applicable provisions of the Code.

(b) The Amended and Restated Operating Agreement of the Surviving LLC that serves as the company agreement as of the date of this Merger Agreement shall continue as the company agreement of the Surviving LLC after the Effective Date.

6. Officers. The officers of the Surviving LLC immediately prior to the Effective Date shall continue to be the officers of the Surviving LLC after the Effective Date, all of whom shall hold their offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Amended and Restated Operating Agreement of the Surviving LLC as then in effect.

7. Termination of Agreement. This Agreement shall terminate, the Merger shall be abandoned, and no party shall have any rights hereunder, if (i) the Certificate of Merger is not timely filed in Texas pursuant to the terms of this Agreement, or (ii) mutually agreed by the parties prior to the date of filing of the Certificate of Merger in Texas.

8. Further Assurances.

(a) From time to time, and when required by the Surviving LLC or by its successors and assigns, there shall be executed and delivered on behalf of Dayhoff such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate and necessary in order to vest or perfect, or to conform of record or otherwise, in the Surviving LLC the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Dayhoff and otherwise to carry out the purposes of this Merger Agreement, and the managers of the Surviving LLC are fully authorized in the name and on behalf of Dayhoff or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

(b) In the event that the Merger shall have been fully authorized in accordance with the provisions of the Code and the Act, Dayhoff and Barcel hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Texas and the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

9. Entire Agreement. This Merger Agreement and the exhibits hereto contain the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representation and warranties, written or oral. No amendment or modification of this Merger Agreement may be made except by an instrument in writing signed by all parties.

10. Partial Invalidity. If any provisions of this Merger Agreement are held to be illegal, invalid, or unenforceable, such provision shall be fully severable; this Merger Agreement shall be constructed and enforced as if such provision had never comprised a part hereof; and the remaining provisions shall remain in full force and effect and shall not be affected by such provision or by its severance. Furthermore, in lieu of such provision there shall be added automatically a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11. Counterparts. To facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Members of Dayhoff and Barcel, is hereby executed as of the date first written above.

Dayhoff, LLC, a Florida limited liability company

By: 

Name: Francisco Cuenca Yañez

Its: President

Barcel USA, LLC, a Texas limited liability company

By: 

Name: Gabino Gómez Carbajal

Its: President