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MERGER OR SHARE EXCHANGE

LUCIANO DUQUE & ASSOCIATES, LLC

Certificate of Status	0
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\$90.00

EXAMINER
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**ARTICLES OF MERGER
OF
LUCIANO DUQUE & ASSOCIATES, LLC AND
UV SIGN MAKING SUPPLIES, INC.**

The undersigned, being the Manager of **LUCIANO DUQUE & ASSOCIATES, LLC**, a Florida limited liability company (the "Surviving Company"), and the President of **UV SIGN MAKING SUPPLIES, INC.**, a Florida corporation, the company being merged (the "Merging Company"), for the purpose of merging the aforesaid companies, hereby certify:

1. The exact name, street address of its principal office, jurisdiction, and entity type of the Merging Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
UV SIGN MAKING SUPPLIES, INC. 6930 N.W. 51 st Street Miami, Florida 33166	Florida	Corporation

2. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
LUCIANO DUQUE & ASSOCIATES, LLC 8485 N.W. 29 th Street Doral Florida 33122	Florida	LLC

3. These Articles of Merger are being filed pursuant to a plan of merger (the "Plan"), which is attached hereto and made a part hereof;
4. That all of the assets of the Merging Company were assigned, transferring the assets of the Merging Company, to the Surviving Company;
5. The Articles of Organization of the Surviving Company were filed with the Florida Department of State, Divisions of Corporations on July 1, 2005;
6. The Articles of Incorporation of the Merging Company were filed with the Florida Department of State, Divisions of Corporations on June 16, 2006; and
7. The attached Plan meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was duly approved by the

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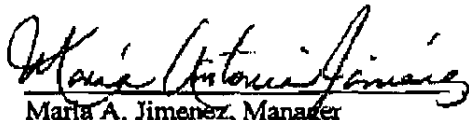
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members and shareholders of each constituent company respectively, in compliance with Chapter(s) 607, 617, 608, and/or 620 of the Florida Statutes.

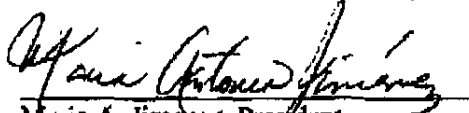
8. These Articles of Merger may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) agreement.
9. The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the Articles of Incorporation of any corporation or the Articles of Organization of any limited liability company that is a party to the merger.
10. The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.
11. The Articles of Merger comply with and were executed in accordance with the laws of each party's applicable jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger on this 20th day of AUGUST, 2008.

LUCIANO DUQUE & ASSOCIATES, LLC, the Surviving Company


Maria A. Jimenez, Manager

UV SIGN MAKING SUPPLIES, INC., the Merging Company


Maria A. Jimenez, President

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PLAN AND AGREEMENT OF REORGANIZATION

By Merger of
UV SIGN MAKING SUPPLY, INC.
With and Into
LUCIANO DUQUE & ASSOCIATES, LLC
As the Surviving Company

This Plan and Agreement of Merger (hereinafter referred to as the "Agreement") is made on this 20th day of AUGUST, 2008, by and between **UV SIGN MAKING SUPPLY, INC.**, a Florida corporation (hereinafter referred to as the "Merging Company"), and **LUCIANO DUQUE & ASSOCIATES, LLC**, a limited liability company, organized and validly existing under the laws of the State of Florida (hereinafter referred to as the "Surviving Company"). The Merging and Surviving Companies are sometimes referred to in this Agreement as the "Constituent Companies."

WITNESSETH

WHEREAS, the principal and registered office of the Surviving Company is 8485 N.W. 29th Street, Doral, Florida 33122 and is duly formed since July 2, 2005; its Registered Agent is Cabanas & Associates, P.A., 10520 N.W. 26th Street, Suite C-201, Doral, Florida 33172; and

WHEREAS, the principal and registered office of the Merging Company is 6930 N.W. 51st Street, Miami, Florida 33166, and is duly formed since June 16, 2006; its Registered Agent is Maria A. Jimenez, 6930 N.W. 51st Street, Miami, Florida 33166; and

WHEREAS, the aggregate number of shares that the Merging Company is authorized to issue is 1,000 common shares at \$1.00 par value, of which 1,000 shares are outstanding and are owned legally and beneficially by Maria A. Jimenez; and

WHEREAS, the directors, managers, shareholders and members of the Constituent Companies deem it advisable and to the advantage of the Constituent Companies and the shareholders and members of both companies, that the Merging Company be merged into the Surviving Company on the terms and conditions provided in this Agreement, and in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Companies have agreed and do hereby agree to merge in accordance with the applicable provisions of the laws of the State of Florida on the terms and conditions stated below.

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**ARTICLE 1
PLAN OF MERGER**

Plan Adopted

1.01. A plan of merger of **UV SIGN MAKING SUPPLY, INC.** and **LUCIANO DUQUE & ASSOCIATES, LLC**, is adopted as follows:

a) **UV SIGN MAKING SUPPLY, INC.** shall be merged with and into **LUCIANO DUQUE & ASSOCIATES, LLC**, to exist and be governed by the laws of the State of Florida.

b) The name of the Surviving Company shall be **LUCIANO DUQUE & ASSOCIATES, LLC**.

c) When this agreement shall become effective, the separate corporate existence of **UV SIGN MAKING SUPPLY, INC.** shall cease (except as otherwise provided for specific purposes as provided by the laws of the State of Florida), and the Surviving Company shall succeed, without other transfer, to all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and property, both of a public and private nature, whether real, personal or mixed, of **UV SIGN MAKING SUPPLY, INC.** and shall be subject to all the restrictions, disabilities, duties, debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each Constituent Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

d) The Surviving Company will carry on business with the assets of **UV SIGN MAKING SUPPLY, INC.**, as well as with the assets of **LUCIANO DUQUE & ASSOCIATES, LLC**.

e) The shareholders of **UV SIGN MAKING SUPPLY, INC.** will surrender all of their shares in the manner hereinafter set forth.

f) The Articles of Organization of **LUCIANO DUQUE & ASSOCIATES, LLC**, as existing on the effective date of the merger, shall continue in full force and effect as the Articles of Organization of the Surviving Company until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (hereinafter referred to as the "Effective Date") shall be when this Agreement has been adopted by the vote of the holders of the capital stock or membership units of each of the Constituent Companies, hereto, in accordance with the requirements of the laws of the State of Florida and that fact has been certified by the officers of each of the Constituent Companies and when the Articles of Merger are filed with the Florida Department of State.

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STATE OF FLORIDA

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF CONSTITUENT COMPANIES

Nonsurvivor

2.01. As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, **UV SIGN MAKING SUPPLY, INC.** represents and warrants to the Surviving Company as follows:

a) **UV SIGN MAKING SUPPLY, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. **UV SIGN MAKING SUPPLY, INC.** is qualified to transact business as a corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

b) **UV SIGN MAKING SUPPLY, INC.** has authorized capitalization of \$1,000, consisting of 1,000 shares of common stock, each of \$1.00 par value, of which 1,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

c) All required tax returns of **UV SIGN MAKING SUPPLY, INC.**, if any, have been accurately prepared and duly and timely filed, and all taxes required to be paid with respect to the periods covered by the returns have been paid. **UV SIGN MAKING SUPPLY, INC.** has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to **UV SIGN MAKING SUPPLY, INC.** to execute this Agreement and perform its obligations under this Agreement, **LUCIANO DUQUE & ASSOCIATES, LLC** represents and warrants to **UV SIGN MAKING SUPPLY, INC.** as follows:

a) **LUCIANO DUQUE & ASSOCIATES, LLC** is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted. **LUCIANO DUQUE & ASSOCIATES, LLC** is qualified to transact business as a limited liability company and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

b) **LUCIANO DUQUE & ASSOCIATES, LLC** has membership units. As of the date of this Agreement, One Hundred Percent (100%) membership units are validly issued and outstanding, fully paid, and nonassessable.

Securities Law

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2.03. The Constituent Companies will mutually arrange for and manage all necessary procedures under the requirements of any and all applicable securities laws and the related supervisory commissions, if any, to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3 COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the Constituent Companies will carry on their businesses in substantially the same manner as before and will use their best efforts to maintain their business organization intact, to retain their present employees, if any, and to maintain their relationships with suppliers and other business contacts, if any. Except with the prior consent of **LUCIANO DUQUE & ASSOCIATES, LLC**, pending consummation of the merger, **UV SIGN MAKING SUPPLY, INC.** shall not:

- a) Declare or pay any dividend or make any other distribution on its shares.
- b) Create or issue any indebtedness for borrowed money.
- c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholder

3.02. This Agreement shall be submitted to the shareholder of **UV SIGN MAKING SUPPLY, INC.** for approval in the manner provided by the laws of the State of Florida. This Agreement shall also be submitted to the member of **LUCIANO DUQUE & ASSOCIATES, LLC** for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to obligations of **LUCIANO DUQUE & ASSOCIATES, LLC**

3.03. Except as may be expressly waived in writing by **LUCIANO DUQUE & ASSOCIATES, LLC**, all of the obligations of **UV SIGN MAKING SUPPLY, INC.**, under this Agreement, are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **UV SIGN MAKING SUPPLY, INC.**:

- a) The representations and warranties made by **UV SIGN MAKING SUPPLY, INC.** to **LUCIANO DUQUE & ASSOCIATES, LLC**, in Article 2 of this Agreement and in any document delivered pursuant to this Agreement, shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **UV SIGN MAKING SUPPLY, INC.** shall have discovered any material error, misstatement, or omission in

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those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **LUCIANO DUQUE & ASSOCIATES, LLC** and shall either correct the error, misstatement, or omission or obtain a written waiver from **LUCIANO DUQUE & ASSOCIATES, LLC**.

b) **UV SIGN MAKING SUPPLY, INC.** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) **UV SIGN MAKING SUPPLY, INC.** shall have delivered to **LUCIANO DUQUE & ASSOCIATES, LLC** a certificate dated the Effective Date executed in its name by its Manager, certifying to the effect that:

1) **UV SIGN MAKING SUPPLY, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged, and is legally qualified to do business as a corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of **UV SIGN MAKING SUPPLY, INC.**

2) The execution, the delivery, and the performance of this Agreement by **UV SIGN MAKING SUPPLY, INC.** has been duly authorized and approved by requisite company action of **UV SIGN MAKING SUPPLY, INC.**

3) This Agreement and the instruments delivered to **LUCIANO DUQUE & ASSOCIATES, LLC** under this Agreement have been duly and validly executed and delivered by **UV SIGN MAKING SUPPLY, INC.** and constitute the valid and binding obligations of **UV SIGN MAKING SUPPLY, INC.**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **UV SIGN MAKING SUPPLY, INC.** shall have delivered to **LUCIANO DUQUE & ASSOCIATES, LLC** a certificate dated the Effective Date executed in its name by its operating manager, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

f) Each shareholder shall have delivered a letter to **LUCIANO DUQUE & ASSOCIATES, LLC** containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

Conditions Precedent to Obligations of UV SIGN MAKING SUPPLY, INC.

3.04. Except as may be expressly waived in writing by UV SIGN MAKING SUPPLY, INC., all of the obligations of LUCIANO DUQUE & ASSOCIATES, LLC under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by LUCIANO DUQUE & ASSOCIATES, LLC:

a) The representations and warranties made by LUCIANO DUQUE & ASSOCIATES, LLC to UV SIGN MAKING SUPPLY, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If LUCIANO DUQUE & ASSOCIATES, LLC shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to UV SIGN MAKING SUPPLY, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from UV SIGN MAKING SUPPLY, INC.

b) LUCIANO DUQUE & ASSOCIATES, LLC shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) LUCIANO DUQUE & ASSOCIATES, LLC shall have delivered to UV SIGN MAKING SUPPLY, INC. a certificate dated the Effective Date executed in its name by its Manager, certifying to the effect that:

1) LUCIANO DUQUE & ASSOCIATES, LLC is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged, and is legally qualified to do business as a limited liability company in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of LUCIANO DUQUE & ASSOCIATES, LLC.

2) The execution, the delivery, and the performance of this Agreement by LUCIANO DUQUE & ASSOCIATES, LLC has been duly authorized and approved by requisite company action of LUCIANO DUQUE & ASSOCIATES, LLC.

3) This Agreement and the instruments delivered to UV SIGN MAKING SUPPLY, INC. under this Agreement have been duly and validly executed and delivered by LUCIANO DUQUE & ASSOCIATES, LLC and constitute the valid and binding obligations of LUCIANO DUQUE & ASSOCIATES, LLC, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) LUCIANO DUQUE & ASSOCIATES, LLC shall have delivered to UV SIGN MAKING SUPPLY, INC. a certificate dated the Effective Date executed in its name by its Manager, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

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e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for **LUCIANO DUQUE & ASSOCIATES, LLC.**

ARTICLE 4

MANNER OF CONVERTING SHARES

Manner

4.01. The holder of shares of **UV SIGN MAKING SUPPLY, INC.** shall surrender all of its shares to the Manager of the Surviving Company promptly after the Effective Date.

Shares of Survivor

4.02. The currently outstanding membership units of LUCIANO DUQUE & ASSOCIATES, LLC shall remain outstanding and the same shall constitute an act consistent with an in furtherance of the Plan of Merger.

ARTICLE 5

DIRECTORS AND OFFICERS

Manager and Officers of Survivor

5.01. (a) The present Managers of **LUCIANO DUQUE & ASSOCIATES, LLC** shall continue to serve as the Managers of the Surviving Company until the next annual meeting or until his or her successors have been elected.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Company on the Effective Date of the merger, the vacancy may be filled by the members as provided by the Operating Agreement of the Surviving Company or as may be otherwise agreed to by the members of the Surviving Company.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of **LUCIANO DUQUE & ASSOCIATES, LLC** shall remain as officers of the Surviving Company until the managers of the Surviving Company shall determine otherwise. The managers of the Surviving Company may elect or appoint additional officers, as they may deem necessary.

ARTICLE 6 OPERATING AGREEMENT

Operating Agreement of Survivor

6.01. The Operating Agreement of **LUCIANO DUQUE & ASSOCIATES, LLC**, as existing on the Effective Date of the merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

ARTICLE 7

NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of **UV SIGN MAKING SUPPLY, INC.** and **LUCIANO DUQUE & ASSOCIATES, LLC**, or the shareholder/member pursuant to this Agreement, shall be deemed representations and warranties made by the respective parties to each other under the Agreement. The covenants, representations, and warranties of the parties and the shareholder/member shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the Constituent Companies or the shareholder/member shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.02. **UV SIGN MAKING SUPPLY, INC.** agrees that on or prior to the Effective Date, it shall obtain from the shareholder an agreement under which the shareholder shall indemnify and holds harmless **LUCIANO DUQUE & ASSOCIATES, LLC** against and in respect of all damages (as defined in this paragraph) in excess of \$5,000.00 in the aggregate. Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to **LUCIANO DUQUE & ASSOCIATES, LLC** from (i) any inaccurate representation made by or on behalf of **UV SIGN MAKING SUPPLY, INC.** or its shareholder in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **UV SIGN MAKING SUPPLY, INC.** or the shareholder, in or pursuant this Agreement; (iii) breach or default in the performance by **UV SIGN MAKING SUPPLY, INC.** of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the shareholder of any of the obligations to be performed by them under any agreement delivered by them to **LUCIANO DUQUE & ASSOCIATES, LLC** pursuant to this Agreement. The shareholder shall reimburse **LUCIANO DUQUE & ASSOCIATES, LLC** on demand for any payment made or for any loss suffered by **LUCIANO DUQUE & ASSOCIATES, LLC** at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The shareholder shall satisfy his obligations to

LUCIANO DUQUE & ASSOCIATES, LLC by the payment of cash on demand. The shareholder shall have the opportunity to defend any claim, action, or demand asserted against **LUCIANO DUQUE & ASSOCIATES, LLC** for which **LUCIANO DUQUE & ASSOCIATES, LLC** claims indemnity against the shareholder; provided that (i) the defense is conducted by reputable counsel approved by **LUCIANO DUQUE & ASSOCIATES, LLC**, which approval shall not be unreasonably withhold; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the shareholder; and (iii) counsel for **LUCIANO DUQUE & ASSOCIATES, LLC** may participate at all times, and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of **LUCIANO DUQUE & ASSOCIATES, LLC**

Expenses

7.03. **UV SIGN MAKING SUPPLY, INC.** will cause the shareholder to pay all expenses in excess of \$5,000.00 incurred by **LUCIANO DUQUE & ASSOCIATES, LLC** in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of **LUCIANO DUQUE & ASSOCIATES, LLC**'s counsel and accountants (none of which shall be charged to **LUCIANO DUQUE & ASSOCIATES, LLC**). If the transactions contemplated by this Agreement are not consummated, either **UV SIGN MAKING SUPPLY, INC.** or the shareholder shall pay such expenses of **LUCIANO DUQUE & ASSOCIATES, LLC** as the member and **LUCIANO DUQUE & ASSOCIATES, LLC** may then determine. **LUCIANO DUQUE & ASSOCIATES, LLC** shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8 TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date, notwithstanding the approval of the shareholders and members of the Constituent Companies:

(a) By mutual consent of the Board of Directors and Managers of the Constituent Companies.

(b) At the election of the Board of Directors or appointment of Managers of either Constituent Companies if:

(1) The number of shareholders/members of either Constituent Company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of the Board of Directors and Managers, inadvisable or undesirable.

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(2) Any material litigation or proceeding shall be instituted or threatened against either Constituent Company, or any of its assets, that, in the opinion of the Board of Directors and Managers, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that in the opinion of the Board of Directors and Managers, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of the Board of Directors and Managers, any materially adverse change in the business or condition, financial or otherwise, of either Constituent Company.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or Operating Manager of either Constituent Company, whose Board of Director and Managers have made the election, shall give immediate written notice of the election to the other Constituent Company.

(b) On the giving of notice as provided in Subparagraph (a) of this Paragraph 8.02, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either Constituent Company as a result of the termination and abandonment.

ARTICLE 9 INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. UV SIGN MAKING SUPPLY, INC. agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. UV SIGN MAKING SUPPLY, INC. further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the postal service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of UV SIGN MAKING SUPPLY, INC., to:

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Maria A. Jimenez, President
8485 N.W. 29th Street
Doral, Florida 33122

or to such other person or address as UV SIGN MAKING SUPPLY, INC. may from time to time request in writing.

(b) In the case of LUCIANO DUQUE & ASSOCIATES, LLC, to:

Maria A. Jimenez, Manager
8485 N.W. 29th Street
Doral, Florida 33122

or to such other person or address as LUCIANO DUQUE & ASSOCIATES, LLC may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the Constituent Companies with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

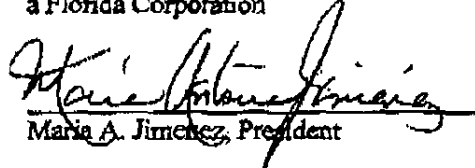
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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, this Agreement was executed on this 20th day of
AUGUST 2008.

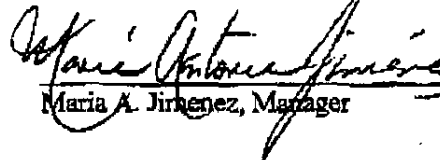
MERGING COMPANY:

UV SIGN MAKING SUPPLY, INC.,
a Florida Corporation


Maria A. Jimenez, President

SURVIVING COMPANY:

LUCIANO DUQUE & ASSOCIATES, LLC,
a Florida Limited Liability Company


Maria A. Jimenez, Manager

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