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Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850)205-0380

From:

Account Name : LAW OFFICES OF DELIMA GOLDMAN & GOLDMAN
Account Number : I20060000147
Phone : (305)446-6460
Fax Number : (305)446-7502

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MERGER OR SHARE EXCHANGE

Shopping Plaza Management, LLC

Certificate of Status	0
Certified Copy	0
Page Count	14
Estimated Charge	\$105.00

\$ 50.00

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Certificate of Merger
For
Florida Limited Liability Company

The following Certificate of Merger is submitted to merge SHOPPING PLAZA MANAGEMENT LLC, a Puerto Rico limited liability company, into SHOPPING PLAZA MANAGEMENT, LLC, a Florida limited liability company, in accordance with s. 608.4382, Florida Statutes:

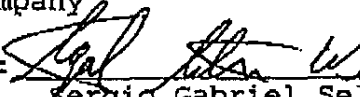
FIRST: The merging party is SHOPPING PLAZA MANAGEMENT LLC, a Puerto Rico limited liability company.

SECOND: The surviving party is SHOPPING PLAZA MANAGEMENT, LLC, a Florida limited liability company.

THIRD: The attached plan of merger was approved by SHOPPING PLAZA MANAGEMENT, LLC, a Florida limited liability company, in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The attached plan of merger was approved by SHOPPING PLAZA MANAGEMENT LLC, a Puerto Rico limited liability company, in accordance with the applicable laws of Puerto Rico under which the company is organized.

SHOPPING PLAZA MANAGEMENT, LLC,
a Florida limited liability
company

By: 
Sergio Gabriel Selcer,
Manager

SHOPPING PLAZA MANAGEMENT, LLC,
a Puerto Rico limited liability
company

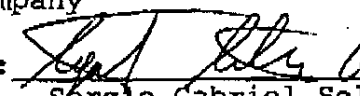
By: 
Sergio Gabriel Selcer,
Manager

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

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THIS AGREEMENT AND PLAN OF MERGER (the "Agreement" is made and entered into as of the 7 day of December, 2006, by and among the limited liability company identified as the Merging Company on the signature page hereof (the "Merging Company") and the limited liability company identified as the Surviving Entity on the signature page hereof (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Surviving Entity has been organized for the purpose of continuing the business of the Merging Company subsequent to the Merger contemplated hereby and is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, the members of the Merging Company are also the members of the Surviving Entity;

WHEREAS, no additional property is being issued to the members of the Merging Company pursuant to the Merger, as said members will continue to indirectly maintain a 100 percent ownership interest in the Surviving Entity;

WHEREAS, pursuant to duly unanimous consent of the members, the Merging Company and the Surviving Entity have determined

that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law; and

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Company and the Surviving Entity hereby agree as follows:

1. MERGER. The Merging Company and the Surviving Entity agree that the Merging Company shall be merged with and into the Surviving Entity, as a single and Surviving Entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity.

2. SURVIVING ENTITY At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Company shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

3. CHARTER DOCUMENTS. As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

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(a) Certificate of Formation. The Articles of Organization of the Surviving Entity shall continue as the Articles of Organization of the Surviving Entity.

(b) Operating Agreement. The Operating Agreement of the Surviving Entity shall continue as the Operating Agreement of the Surviving Entity.

4. MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS.

At the Effective Time, (i) all of the issued and outstanding membership interests of the Merging Company shall be surrendered to the Surviving Entity and canceled, and no membership interests of the Surviving Entity or other property will be issued in exchange therefor, and (ii) all of the outstanding membership interests of the Surviving Entity shall remain outstanding, and the current members of the Surviving Entity shall continue to own the same number of membership interests of the Surviving Entity, and in the same proportions, as they did prior to the Effective Time.

5. APPROVAL. The Merger contemplated by this Agreement has previously been submitted to and approved by the respective members of the Merging Company and the Surviving Entity. The proper managers or members of the Merging Company and the Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all

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documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. EFFECTIVE TIME OF MERGER. The Merger shall be effective at the time specified in the Articles of Merger and the Certificate of Merger with respect to the Merger with the Offices of the Secretary of State of Florida and Puerto Rico, or if no such time is specified, at the time of filing such documents (the "Effective Time").

7. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of the Merging Company and the members of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) Complete Agreement. This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

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IN WITNESS WHEREOF, SHOPPING PLAZA MANAGEMENT LLC, a Puerto Rico limited liability company, which is the Merging Company, and SHOPPING PLAZA MANAGEMENT, LLC, a Florida limited liability company, which is the Surviving Entity, have caused this Agreement to be entered into as of the date first above written.

MERGING COMPANY:

SHOPPING PLAZA MANAGEMENT, LLC,
a Puerto Rico limited liability
company

By: 

Sergio Gabriel Selcer,
Manager

SURVIVING ENTITY:

SHOPPING PLAZA MANAGEMENT, LLC,
a Florida limited liability
company

By: 

Sergio Gabriel Selcer,
Manager

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ARTICLES OF MERGER
OF

SHOPPING PLAZA MANAGEMENT LLC,
a Puerto Rico limited liability company

INTO

SHOPPING PLAZA MANAGEMENT, LLC,
a Florida limited liability company

Pursuant to the provisions of Section 608.4382 of the Florida Statutes, SHOPPING PLAZA MANAGEMENT LLC, a Puerto Rico limited liability company, and SHOPPING PLAZA MANAGEMENT, LLC, a Florida limited liability company, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

- a. SHOPPING PLAZA MANAGEMENT LLC, a Puerto Rico limited liability company (the "Merging Company"); and
- b. SHOPPING PLAZA MANAGEMENT, LLC, a Florida limited liability company ("the Surviving Entity").

2. The Merging Company is hereby merged with and into the Surviving Entity and the separate existence of the Merging Company shall cease. The Surviving Entity is the surviving entity in the merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein.

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3. The Agreement and Plan of Merger was unanimously and duly adopted by the members of the Merging Company by unanimous written consent of even date herewith, in accordance with the applicable laws of Puerto Rico.

4. The Agreement and Plan of Merger was approved by the Surviving Entity and duly adopted by the members of the Surviving Entity by written consent of even date herewith, in accordance with the applicable laws of the State of Florida. The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida in accordance with the provisions of Section 608.4381 of the Florida Statutes.

The Surviving Entity agrees to promptly pay to the dissenting members of the Merging Company, the amount, if any, to which they are entitled under Florida Statutes Section 608.4381. There are no dissenting members of the Merging Company, and there are no dissenting members of the Surviving Entity.

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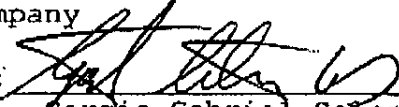
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The parties have caused these Articles of Merger to be executed this 7 day of December, 2006.

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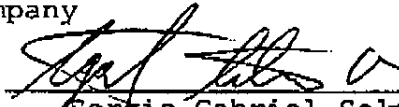
MERGING COMPANY:

SHOPPING PLAZA MANAGEMENT, LLC,
a Puerto Rico limited liability
company

By: 
Sergio Gabriel Selcer,
Manager

SURVIVING ENTITY:

SHOPPING PLAZA MANAGEMENT, LLC,
a Florida limited liability
company

By: 
Sergio Gabriel Selcer,
Manager

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EXHIBIT "A"

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THIS AGREEMENT AND PLAN OF MERGER (the "Agreement" is made and entered into as of the 7 day of December, 2006, by and among the limited liability company identified as the Merging Company on the signature page hereof (the "Merging Company") and the limited liability company identified as the Surviving Entity on the signature page hereof (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Surviving Entity has been organized for the purpose of continuing the business of the Merging Company subsequent to the Merger contemplated hereby and is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, the members of the Merging Company are also the members of the Surviving Entity;

WHEREAS, no additional property is being issued to the members of the Merging Company pursuant to the Merger, as said members will continue to indirectly maintain a 100 percent ownership interest in the Surviving Entity;

WHEREAS, pursuant to duly unanimous consent of the members, the Merging Company and the Surviving Entity have determined

that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law; and

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Company and the Surviving Entity hereby agree as follows:

1. MERGER. The Merging Company and the Surviving Entity agree that the Merging Company shall be merged with and into the Surviving Entity, as a single and Surviving Entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity.

2. SURVIVING ENTITY At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Company shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

3. CHARTER DOCUMENTS. As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

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(a) Certificate of Formation. The Articles of Organization of the Surviving Entity shall continue as the Articles of Organization of the Surviving Entity.

(b) Operating Agreement. The Operating Agreement of the Surviving Entity shall continue as the Operating Agreement of the Surviving Entity.

4. MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS.

At the Effective Time, (i) all of the issued and outstanding membership interests of the Merging Company shall be surrendered to the Surviving Entity and canceled, and no membership interests of the Surviving Entity or other property will be issued in exchange therefor, and (ii) all of the outstanding membership interests of the Surviving Entity shall remain outstanding, and the current members of the Surviving Entity shall continue to own the same number of membership interests of the Surviving Entity, and in the same proportions, as they did prior to the Effective Time.

5. APPROVAL. The Merger contemplated by this Agreement has previously been submitted to and approved by the respective members of the Merging Company and the Surviving Entity. The proper managers or members of the Merging Company and the Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all

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documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. EFFECTIVE TIME OF MERGER. The Merger shall be effective at the time specified in the Articles of Merger and the Certificate of Merger with respect to the Merger with the Offices of the Secretary of State of Florida and Puerto Rico, or if no such time is specified, at the time of filing such documents (the "Effective Time").

7. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the members of the Merging Company and the members of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) Complete Agreement. This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

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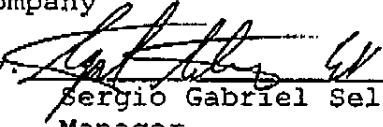
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(d) Counterparts. This Agreement may be executed by any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, SHOPPING PLAZA MANAGEMENT LLC, a Puerto Rico limited liability company, which is the Merging Company, and SHOPPING PLAZA MANAGEMENT, LLC, a Florida limited liability company, which is the Surviving Entity, have caused this Agreement to be entered into as of the date first above written.


MERGING COMPANY:

SHOPPING PLAZA MANAGEMENT, LLC,
a Puerto Rico limited liability
company

By: 
Sergio Gabriel Selcer,
Manager

SURVIVING ENTITY:

SHOPPING PLAZA MANAGEMENT, LLC,
a Florida limited liability
company

By: 
Sergio Gabriel Selcer,
Manager

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