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**MERGER OR SHARE EXCHANGE
YDY Holdings, LLC**

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CERTIFICATE OF MERGER OF

DUYAN HOLDINGS LLC, a Florida limited liability company,

into

YDY HOLDINGS, a Florida limited liability company,

THIS CERTIFICATE OF MERGER is submitted by DUYAN HOLDINGS LLC, a Florida limited liability company ("DUYAN"), and YDY HOLDINGS, a Florida limited liability company ("YDY"), in accordance with §608.4382 of the Florida Limited Liability Company Act (the "Act").

Article I Company Information

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

Disappearing Entity:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
DUYAN HOLDINGS, LLC. 1643 Brickell Avenue Unit 1402 Miami, Florida 33129 State File No: L08000008107	Florida	Limited Liability Company

Surviving Entity:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
YDY HOLDINGS, LLC 1643 Brickell Avenue Unit 1402 Miami, Florida 33129 State File No: L08000008104	Florida	Limited Liability Company

Article II Approvals

The attached Agreement and Plan of Merger, incorporated by reference as if fully set forth herein, was approved by DUYAN and YDY in accordance with the applicable provisions of Chapter 608 of the Florida Statutes and any other applicable laws of the State of Florida.

Article III

Effective Date

The merger shall become effective as of the filing of this Certificate of Merger with the Florida Department of State.

IN WITNESS WHEREOF, the parties have executed this Certificate of Merger as of March 23, 2012.

DUYAN HOLDINGS, LLC.

By: 

Name: Ingrid M. Barrera
Title: Manager

YDY HOLDINGS, LLC

By: 

Name: Yngria Barrera n/k/a Ingrid Barrera
Title: Manager

**UNANIMOUS WRITTEN CONSENT OF
THE MANAGERS AND MEMBERS OF
YDY HOLDINGS, LLC.
(A Florida Limited Liability Company)**

The undersigned, being all of the Managers and Members of YDY Holdings, LLC. (the "Company"), do hereby waive all notice of time, place and purpose of meeting and do hereby adopt and approve the following resolutions and, to the extent deemed necessary, do hereby ratify and confirm all prior lawful acts of all of the Managers and Members of the Company.

WHEREAS, all of the Managers and Members of the Company deem it advisable and generally to the welfare and advantage of this Company, and therefore recommend(s) to all of the Managers and Members for their approval that this Company merge with Duyan Holdings, LLC., a Florida limited liability company, effective as of March 23, 2012, pursuant to the provisions of Section § 608.438 et seq. of the Florida Limited Liability Company Act (the "Act");

RESOLVED, that the form and substance of the proposed Agreement and Plan of Merger between this Company, and Duyan, a copy of which is attached hereto as Exhibit A, which provides, among other things, for the merger of Duyan into the Company, pursuant to which the Company shall be the surviving entity under the Act, be and is, in all respects, approved by all of the Managers and Members of the Company and recommended for approval by all of the Managers and Members of this Company, to execute and deliver the Agreement and Plan of Merger substantially in the form of Exhibit A, with any changes as all of the Managers and Members may require;

RESOLVED, that the proposed Agreement and Plan of Merger provides that each ownership unit of the Company, issued and outstanding immediately prior to the merger, shall remain issued and outstanding and unaffected by this merger;

RESOLVED, that each membership unit of Duyan, issued and outstanding immediately prior to the merger, will be canceled and extinguished and automatically converted into the right to receive one (1) validly issued, fully paid and non-assessable Unit(s) of the membership interests in the Company;

RESOLVED, that all of the Managers and Members of this Company, upon approval by all of the Managers and Members of this Company, shall be and are authorized and directed, in the name and on behalf of this Company, to execute and file the Certificate of Merger with the Secretary of State of the State of Florida substantially in the form attached hereto as Exhibit B, with any changes as all of the Managers and Members may require;

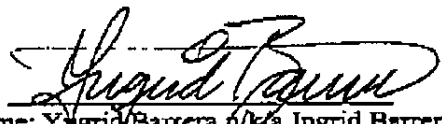
RESOLVED, that Yngrid Barrera, Javier Barrera, and Ingrid G. Barrera as Managers of this Company, be and are authorized to execute, deliver, and perform on

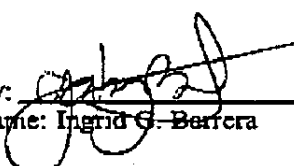
behalf of this Company, all documents and actions which may be required to effectuate and perform said Agreement and Plan of Merger, and filing of the Certificate of Merger.

RESOLVED, that this Consent may be executed and delivered in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery by means of telecopy or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF, this consent to action is made as of March 23, 2012.

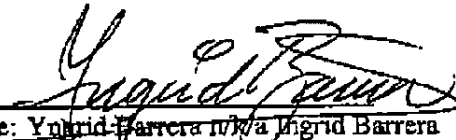
MANAGERS:

By: 
Name: Yngrid Barrera n/a Ingrid Barrera

By: 
Name: Ingrid G. Barrera

By: 
Name: Javier Barrera

MEMBERS:

By: 
Name: Yngrid Barrera n/a Ingrid Barrera

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By: 
Name: Ingrid C. Barrera

MEMBERS:

By: 
Name: Ingrid Barrera n/k/a Ingrid Barrera

**WRITTEN CONSENT OF THE
MEMBERS AND MANAGERS OF
YDY HOLDINGS, LLC**

The undersigned, constituting all of the Members and Managers of YDY Holdings, LLC, a Florida limited liability company, (the "Company"), hereby waive all notice of time, place and purpose of meeting and do hereby adopt and approve the following resolutions and, to the extent deemed necessary, hereby ratify and confirm all prior lawful acts of the Members and Managers of the Company.

WHEREAS, the minute book of the Company may be missing written consents and/or minutes of meetings of its Members and/or Managers; and

WHEREAS, all of the Managers and Members approved, effective as of March 23, 2012, that this Company merge with Duyan Holdings, LLC, a Florida limited liability company ("Duyan"), pursuant to the provisions of Section § 608.438 et seq. of the Florida Limited Liability Company Act (the "Act");

WHEREAS, that each membership unit of Duyan, issued and outstanding immediately prior to the merger, was canceled and extinguished and automatically converted into the right to receive one (1) validly issued, fully paid and non-assessable Unit(s) of the membership interests in the Company;

WHEREAS, Yngrid Barrera n/k/a Ingrid Barrera was the sole Member of Duyan and the sole Member of the Company prior to the merger, and continues to be the sole Member of the Company following the merger;

NOW THEREFORE, BE IT:

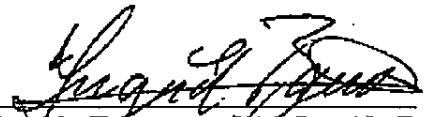
RESOLVED, each and every issuance of Membership Interests is hereby approved, confirmed, and/or ratified to the extent deemed necessary, such that the current Members and the Membership Interests held by each continues to be as follows:


<u>MEMBERSHIP INTERESTS</u>					
Cert. No.	Registered Member	Membership Interests	Date of Issuance	From Whom Issued/Transferred	Comments
n/a	Yngrid Barrera n/k/a Ingrid Barrera	100	01/23/08	Original Issuance	

RESOLVED, that the proper Manager(s) of the Company are hereby directed and empowered on behalf of the Company to take any and all necessary action to effectuate the intent of the foregoing resolutions; and

RESOLVED that this written consent may be executed in counterpart originals or by facsimile, all of which, taken together, will have the same effect as if all signatures were contained in a single original copy of this written consent.

IN WITNESS WHEREOF, the undersigned has made this Consent effective as of April __, 2012.


Yngvid Barrera n/a Ingrid Barrera
Member / Manager


Ingrid G. Barrera
Manager


Javier Barrera
Manager

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("**Agreement**") is made effective as of March 23, 2012, by and between, DUYAN HOLDINGS, LLC., a Florida limited liability company ("**Disappearing Entity**") and YDY HOLDINGS, LLC, a Florida limited liability company ("**Surviving Entity**") (the Disappearing Entity and Surviving Entity are sometimes referred to herein collectively as the "**Constituent Entities**") in accordance with § 608.438 et seq. of the Florida Limited Liability Company Act.

WHEREAS, the Constituent Entities are business entities which desire to enter into this Agreement and Plan of Merger governing the merger of the Disappearing Entity into the Surviving Entity and intend that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code;

WHEREAS, this Agreement and Plan of Merger is submitted in compliance with Florida Statute § 608.438 et seq.;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I. SURVIVING ENTITY

The exact name and jurisdiction of the Surviving Entity are as follows:

<u>Surviving Entity Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
YDY HOLDINGS, LLC 1643 Brickell Avenue Unit 1402 Miami, Florida 33129 State File No: L08000008104	Florida	Limited liability company

ARTICLE II. DISAPPEARING ENTITY

The exact name and jurisdiction of the *Disappearing Entity* is as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
DUYAN HOLDINGS, LLC. 1643 Brickell Avenue Unit 1402 Miami, Florida 33129 State File No: L08000008107	Florida	Corporation (profit)

ARTICLE III. TERMS AND CONDITIONS OF THE MERGER.

Section 3.1 Merger. The Disappearing Entity will merge with and into Surviving Entity in accordance with the laws of the State of Florida and this Agreement. The legal existence of Disappearing Entity shall cease when it is merged into Surviving Entity. The existence of Surviving Entity shall remain unimpaired as the surviving entity following the merger.

Section 3.2 Effective Date. The merger shall become effective on the date which the Certificate of Merger, in substantially the form attached hereto as Exhibit A ("Certificate of Merger"), has been signed and filed according to the laws of the State of Florida (the "Effective Date"); provided that this Agreement has been approved by the Managers and Members of Disappearing Entity and Surviving Entity in accordance with the laws of the State of Florida.

Section 3.3 Articles of Organization and Operating Agreement. The Articles of Organization and Operating Agreement of Surviving Entity shall be the Articles of Organization and Operating Agreement of Surviving Entity existing immediately prior to the Effective Date, as modified to reflect the transfer of membership interests and inclusion of any additional members resulting from the conversion of interests as set forth in Article IV hereof.

Section 3.4 Future Operations. The parties presently intend, subject to the changes that the managers of Surviving Entity in their judgment may deem appropriate, that after the Effective Date the business presently conducted by the Disappearing Entity shall continue in substantially its present form as the business of the Surviving Entity.

Section 3.5 Managers. Yngrid Barrera, Ingrid G. Barrera, and Javier Barrera shall serve as Managers of the Surviving Entity until their respective successors are elected and qualified at the next meeting of the Members of Surviving Entity, as the case may be.

Section 3.6 Merger of Interests and Assumption of Liabilities. At the Effective Date, the Constituent Entities shall be deemed merged as provided by the laws of the State of Florida. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of the Disappearing Entity shall be taken and deemed to be transferred, and shall be vested in Surviving Entity without further act or deed; and Surviving Entity shall thenceforth be liable for all debts, liabilities, obligations, and duties of the Constituent Entities, and all such debts, liabilities, obligations, and duties shall thenceforth attach to Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities, obligations, and duties had been incurred or contracted by Surviving Entity. When requested by Surviving Entity, the Disappearing Entity shall execute and deliver all deeds and other instruments deemed by Surviving Entity to be necessary in order to vest Surviving Entity with title to and possession of all rights and property of the Disappearing Entity.

Section 3.7 Representations and Warranties. The Constituent Entities represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

(a) Disappearing Entity and Surviving Entity are each organized and in good standing under the laws of the State of Florida;

(b) The execution of this Agreement by the Disappearing Entity and Surviving Entity and the performance of the transactions contemplated by this Agreement have been approved by their Members and Managers. On proper approval by their Members and Managers, no further action is necessary under Florida law to make this Agreement valid and binding upon the parties.

ARTICLE IV. MANNER OF CONVERTING INTERESTS.

The manner and basis of converting the membership interests of the Disappearing Entity into membership interests, obligations, or other securities of the Surviving Entity or any other entity, or in whole or in part into cash or other property and the manner and basis of converting rights to acquire membership interests, obligations, or other securities of the Surviving Entity or any other entity or, in whole or in part, cash or other property are as follows:

Section 4.1 Disappearing Entity. Each Unit (i.e., measurement of membership interests) of Disappearing Entity issued and outstanding immediately prior to the Effective Date will be canceled and extinguished and automatically converted into the right to receive one (1) validly issued, fully paid and non-assessable Unit of Surviving Entity.

Section 4.2 Surviving Entity. All Units (i.e., measurement of membership interests) of the Surviving Entity issued and outstanding immediately prior to the Effective Date shall remain issued and outstanding and unaffected by this merger as of the Effective Date.

ARTICLE V WAIVERS.

Each party may, by written instrument, (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement; (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance by another party with any of the covenants contained in the Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement may be made orally or through course of dealing, nor shall any waiver be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided in such written waiver.

ARTICLE VI. EXPENSES.

Each of the Constituent Entities will pay their respective costs and expenses of their performance of and compliance with all agreements and conditions contained in this Agreement. If this Agreement is terminated and the merger is not effected, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein, including fees, expenses, and disbursements of its accountants and counsel.

ARTICLE VII. COUNTERPARTS.

For the convenience of the parties and to facilitate the filing and recording of this Agreement, it may be executed and delivered in hardcopy or electronically and in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ARTICLE VIII. ENTIRE AGREEMENT.

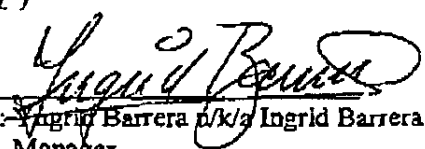
This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings, or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

ARTICLE IX. THIRD PARTIES.

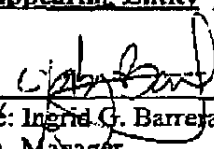
Nothing expressed or implied in this Agreement shall be construed to confer upon any person, firm, or entity, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement to be effective as of the day and year first above written.

YDY HOLDINGS, LLC. (the "Surviving Entity")

By: 
Name: Yngrid Barrera n/k/a Ingrid Barrera
Title: Manager

DUYAN HOLDINGS, LLC. (the "Disappearing Entity")

By: 
Name: Ingrid G. Barrera
Title: Manager