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MERGER OR SHARE EXCHANGE

Autopros Enterprise, LLC

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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>
Autopros Enterprise, LLC	Florida	limited liability company
Autopros Enterprise II, LLC	Florida	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>
Autopros Enterprise, LLC	Florida	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.

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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:

January 1, 2013

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:

N/A

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: N/A

Mailing address: N/A

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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:
Autopros Enterprise, LLC X	<i>Gary Weatherman</i>	Gary Weatherman, Mngr/Mbr
	<i>Betty Weatherman</i>	Betty Weatherman, Mngr/Mbr
Autopros Enterprise II, LLC X	<i>Gary Weatherman</i>	Gary Weatherman, Member
	<i>Betty Weatherman</i>	Betty Weatherman, Mngr/Mbr

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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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**AGREEMENT AND PLAN OF MERGER
OF
AUTOPROS ENTERPRISE, LLC, a Florida limited liability company, and
AUTOPROS ENTERPRISE II, LLC, a Florida limited liability company**

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") with an effective date of January 1, 2013 ("Effective Date"), is by and between AUTOPROS ENTERPRISE, LLC, a Florida limited liability company ("Autopros"), and AUTOPROS ENTERPRISE II, LLC, a Florida limited liability company ("Autopros II").

RECITALS

A. Autopros is a Florida limited liability company duly organized and existing under the laws of the State of Florida, Document Number L08000096090.

B. Autopros II is a Florida limited liability company duly organized and existing under the laws of the State of Florida, Document Number L0900118428.

C. The members of Autopros and Autopros II have jointly determined that it is advisable and in the best interest of Autopros II to merge with and into Autopros upon the terms and conditions herein provided.

D. The respective members of Autopros and Autopros II have unanimously voted to approve this Agreement.

E. The respective members of Autopros and Autopros II have directed that their respective managing members to take the requisite actions to accomplish the merger of these two limited liability companies including submitting this Agreement and any other documents required to the state ("Merger").

NOW THEREFORE in consideration of the mutual agreements and covenants set forth herein, Autopros and Autopros II hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

MERGER

1. In accordance with the provisions of this Agreement, Autopros II shall be merged with and into Autopros (the "Merger"), the separate existence of Autopros II shall cease, and Autopros shall survive the Merger and shall continue to be governed by the laws of the State of Florida, and Autopros shall be, and is herein sometimes referred to as the "Surviving Company" and the name of the Surviving Company shall be AUTOPROS ENTERPRISE, LLC.

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2. This Agreement and the Merger shall have been adopted and unanimously approved by the members of both companies Autopros and Autopros II in accordance with the requirements of the State of Florida.

3. All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

4. An executed Certificate of Merger or an executed, acknowledged, and certified counterpart of this Agreement meeting the requirements of the State of Florida shall have been filed with the Secretary of State, State of Florida.

5. The date and time when the Merger became effective on January 1, 2013, and is herein called the "Effective Date of the Merger".

6. Effect of the Merger: Upon the Effective Date of the Merger, the separate existence of Autopros and Autopros II shall cease, and Autopros, as the Surviving Company, shall: i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger;

ii) shall be subject to all actions previously taken by its and Autopros II's members;

iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Autopros II in the manner as more fully set forth in Chapter 608 Florida Statutes;

iv) shall continue to be subject to all of its debts, liabilities, and obligations as constituted immediately prior to the Effective Date of the Merger; and

v) shall succeed, without other transfer, to all of the debts, liabilities, and obligations of Autopros II in the same manner as if Autopros had incurred them, all as more fully provided under applicable provisions of Florida law.

II

CHARTER DOCUMENTS, MEMBERS, AND MANAGERS

1. Articles of Organization: Upon the effectiveness of the Merger, the Articles of Organization of Autopros as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Organization of the Surviving Company until duly amended in accordance with the provisions thereof any applicable law.

2. Members and Managers: The members and managers of Autopros immediately prior to the Effective Date of the Merger shall be the members and managers of the Surviving Company until their respective successors shall have been duly elected and qualified or until as otherwise provided by law or the Articles of Organization of the Surviving Company.

MANNER OF CONVERSION OF SECURITIES

1. Upon the Effective Date of the Merger, all membership units of Autopros II outstanding immediately prior thereto shall, but virtue of the Merger and without any action by Autopros or Autopros II, the holder of such membership interest or any other person, be changed and converted into and exchanged for on fully paid and non-assessable Membership Unit of the Surviving Company.

2. Upon the Effective Date of the Merger, the Surviving Company shall assume and continue the obligations of Autopros II under option plans of Autopros II and all other employee benefit plans of Autopros II including outstanding options of Autopros II. Each outstanding and unexercised option, warrant or other right to purchase or security convertible into Autopros II membership interest shall become an option, warrant, right to purchase or a security convertible into the Surviving Company.

3. Each certificate representing membership interest of the Surviving Company so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Autopros II so converted and given in exchange therefore unless determined by the members of the Surviving Company in compliance with applicable laws.

IV

GENERAL

1. Covenants of Autopros: Autopros covenants and agrees that it will: a) file any and all documents with the appropriate Florida tax authorities necessary for the assumption by Autopros of any and all franchise tax liabilities of Autopros II; and b) take such other actions as may be required by applicable law.

2. Further Assurances: From time to time, as and when required by Autopros or by its successor or assigns, there shall be executed and delivered on behalf of Autopros II such instruments that may be necessary in order to vest or perfect in or conform of record or otherwise by Autopros the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Autopros II and otherwise to carry out the purposes of this Agreement, and the members and managers of Autopros are fully authorized in the name and on behalf of Autopros II or otherwise to take any and all such action and to execute and deliver any and all such instruments.

3. Registered Agent: The Registered Agent for the Surviving Company shall remain the same, Frederick J. Mills, whose address is Morrison & Mills PA located at 1200 W Platt Street, Suite 100, Tampa, Florida 33606.

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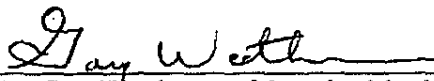
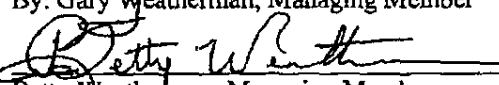
4. Agreement: Executed copies of this Agreement shall be on file at the principal place of business of the Surviving Company located at 16403 Zurraquin de Avila, Tampa, Florida 33613.

5. Governing Law: This Agreement shall in all respects be construed, interpreted, and enforced in accordance with and governed by the laws of the State of Florida and, so far as applicable, the merger provisions of the Florida Statutes.

6. Counterparts: In order to facilitate the filing of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement and Plan of Merger having first been approved by resolution of the members of Autopros Enterprise, LLC and Autopros Enterprise II, LLC, is hereby executed on behalf of each of such two companies on this 1st day of January, 2013.

**AUTOPROS ENTERPRISE, LLC, a Florida limited
liability company, and
AUTOPROS ENTERPRISE II, LLC, a Florida
limited liability company**


By: Gary Weatherman, Managing Member

Betty Weatherman, Managing Member