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A. LUNT

JUN -7 2010

EXAMINER

**MERGER OR SHARE EXCHANGE
REI IMMOBILIER LLC.**

Certificate of Status	0
Certified Copy	1
Page Count	08
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\$80.00

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

REI EQUITY FUND LLC

AND

REI IMMOBILIER LLC

PURSUANT TO the provisions of Section 607.1109 of the Florida Statutes, the undersigned hereby certify that:

FIRST: That a Plan of Merger has been entered into as of the 31 day of December, 2010, by and among REI EQUITY FUND LLC and REI IMMOBILIER LLC ("Plan of Merger").

SECOND: That the name and state of each of the constituent corporations is REI EQUITY FUND LLC, a Delaware limited liability company, and REI IMMOBILIER LLC, a Florida limited liability company. The Plan of Merger provides for the merger of REI EQUITY FUND LLC into REI IMMOBILIER LLC.

THIRD: That the name of the surviving company is REI IMMOBILIER LLC.

FOURTH: That the Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent companies in accordance with the laws of the State of Florida. The Plan of Merger was approved by the Managers and Members of REI EQUITY FUND LLC on the 31 day of December, 2010 and by the Managers and Members of REI IMMOBILIER LLC on the 31 day of December, 2010.

FIFTH: After the effective date of the merger, the Operating Agreement of the surviving entity shall be identical to the surviving entity's Operating Agreement prior to the merger.

SIXTH: That the Plan of Merger is on file at the principal place of business of REI EQUITY FUND LLC, the surviving entity, the address of which is 999 Brickell Avenue Suite 600, Miami, Florida 33131.

SEVENTH: That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any corporation made a party thereto.

EIGHTH: Each membership unit of REI EQUITY FUND LLC issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one Unit of REI IMMOBILIER LLC, the Surviving Entity, upon the effective date of the Merger and each certificate representing shares of REI EQUITY FUND LLC immediately prior to the effective date shall thereupon become and be deemed for all corporate

ARTICLES OF MERGER

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purposes to evidence the ownership of the same number of fully paid and Units of the Surviving Entity.

NINTH: That the merger of REI EQUITY FUND LLC into REI IMMOBILIER LLC shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Plan of Merger.

IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 31 day of December, 2010.

REI IMMOBILIER LLC
a Florida limited liability company

By: MIG US, LLC

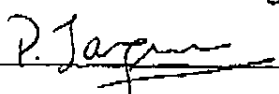
Sign: 

Print: Mathieu Massa

Authority: Managing Member

REI EQUITY FUND LLC
a Delaware limited liability company

By: Real Estate Investment Consulting Group, LLC

Sign: 

Print: Paul Jarquin

Authority: Managing Member

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CLERK OF DISTRICT COURT
NORTH DAKOTA

PLAN OF MERGER
BETWEEN
REI EQUITY FUND INC
AND
REI IMMOBILIER LLC

THIS PLAN OF MERGER ("Plan") is entered into this 31 day of December 2010 between **REI EQUITY FUND LLC** a Delaware limited liability company ("REI EQUITY") and **REI IMMOBILIER LLC** a Florida limited liability company ("REI IMMOBILIER").

WITNESSETH

WHEREAS, the Managers of REI IMMOBILIER and the Managers of REI EQUITY deem it desirable and in the best business interests of REI IMMOBILIER and its Members and REI EQUITY and its members that REI EQUITY be merged into REI IMMOBILIER upon the terms and subject to the conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:


ARTICLE I

Merger

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, REI EQUITY shall be merged into REI IMMOBILIER, forming one entity, which shall be referred to herein as the "Surviving Entity".

Section 2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of **Exhibit "A"** attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the manager of the Surviving Entity or, as the case may be manager of REI EQUITY shall execute and deliver all deeds,

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assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

Section 4. Operating Agreement of REI IMMOBILIER. The Operating Agreement of REI IMMOBILIER, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Operating Agreement of the Surviving Entity.

Section 5. Manager(s). The Manager(s) of REI IMMOBILIER immediately prior to the Effective Date shall constitute the Manager(s) of the Surviving Entity after the Effective Date until his or her successor(s) shall have been elected and qualified as provided in the Operating Agreement of the Surviving Entity and in this Plan.

ARTICLE 2

Cancellation of Units at the Effective Date

Each membership unit of REI EQUITY issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

ARTICLE 3

Effect of Merger

Section 1. Upon the Effective Date:

a) REI EQUITY and REI IMMOBILIER shall become a single entity of which REI IMMOBILIER shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be REI IMMOBILIER. For purposes of the Internal Revenue Code (I.R.C.) as amended in 1986, this transaction shall be deemed to be composed of the following steps:

(b) The separate existence of REI EQUITY shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of REI EQUITY. On the Closing Date, all property, real, personal and mixed, debts and all other chooses in action and all and every other interest of or belonging to our due to REI EQUITY shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in REI EQUITY shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of REI EQUITY. The Merger shall impair neither the rights of creditors nor any liens upon the property of REI EQUITY.

Section 2. Manner and Basis of Converting Interests. Each membership unit of REI EQUITY issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one membership unit ("Unit") of REI

 P.J.

IMMOBILIER, the Surviving Entity, upon the effective date of the Merger, and each certificate representing membership interests of REI EQUITY immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of units of the Surviving Entity.

ARTICLE 4

Representations and Warranties of

REI IMMOBILIER LLC

REI IMMOBILIER represents and warrants to REI EQUITY as follows:

Due Organization, Etc. REI IMMOBILIER is a duly organized and validly existing company in good standing under the laws of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to REI EQUITY.

ARTICLE 5

Representations and Warranties of

REI EQUITY FUND INC

REI EQUITY represents and warrants to REI IMMOBILIER as follows:

Due Incorporation, Etc. REI EQUITY is a duly organized and validly existing company in good standing under the laws of the State of Delaware and satisfactory evidence of such good standing has been or will promptly be delivered to REI IMMOBILIER.

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

ARTICLE 7

Managers

Pursuant to Section 607.1101(2)(a) of the Florida Statutes, the name and mailing address of the Managers(s) of REI IMMOBILIER LLC is as follows:

 P.3.

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CLERK OF DISTRICT COURT
ALABAMA

Title Manager
REAL ESTATE INVESTMENTS CONSULTING GROUP
999 BRICKELL AVE - STE 600
MIAMI FL 33131

Title Manager
MIG US, LLC
999 BRICKELL AVE - STE 600
MIAMI FL 33131

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ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Associates, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

Section 2. Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 4. Termination. At any time prior to the filing of the Articles of Merger with REI EQUITY and REI IMMOBILIER, either party may terminate this Plan hereto.

Section 5. Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6. Heading. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

Section 7. Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

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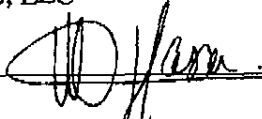
IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

REI IMMOBILIER LLC

a Florida limited liability company

By: MIG US, LLC

Sign:



Print:

Mathieu Massa

Authority:

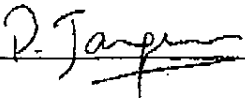
Managing Member

REI EQUITY FUND LLC

a Delaware limited liability company

By: Real Estate Investment Consulting Group, LLC

Sign:



Print:

Paul Jarquin

Authority:

Managing Member

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