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002/008

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**CERTIFICATE OF MERGER OF**

**MOBO USA GROUP LLC, a Florida limited liability company,**

**and**

**MIK ENTERPRISES, INC., a Florida Corporation**

**into**

**MOBO USA, CORP., a Florida Corporation**

EFFECTIVE DATE  
1-1-2012

**THIS CERTIFICATE OF MERGER** is submitted by **MOBO USA GROUP, LLC**, a Florida limited liability company ("**MOBO USA GROUP**"), **MIK ENTERPRISES, CORP.**, a Florida corporation ("**MIK**"), and **MOBO USA, CORP.**, a Florida corporation ("**MOBO**"), in accordance with §508.4382 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 1:***

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
MIK ENTERPRISES, CORP. 6000 NW 97 Avenue Suite 14 Miami, Florida 33178 State File No: P04000160613	Florida	Corporation (profit)

***Disappearing Entity 2:***

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
MOBO USA, CORP. 6000 NW 97 Avenue Suite 14 Miami, Florida 33178 State File No: P03000121055	Florida	Corporation (profit)

A.C.  
K.S.

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**Surviving Entity:**

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
MOBO USA GROUP, LLC 6000 NW 97 Avenue Suite 14 Miami, Florida 33178 State File No: <del>H11000242269</del> #L11000114753	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 MOBO USA GROUP, MOBO and MIK in accordance with the applicable provisions of Chapters 607 and 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 January 1, 2012.

IN WITNESS WHEREOF, the parties have executed this Certificate of Merger as of December 19, 2011.


**MIK ENTERPRISES, CORP.**

By:   
Name: Isaac Cohen  
Title: Director

**MOBO USA GROUP, LLC**

By:   
Name: Marcelo Barnique  
Title: Manager

**MOBO USA, CORP.**

By:   
Name: Abba Amkie  
Title: Director

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EFFECTIVE DATE  
1-1-2012

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**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger ("Agreement") is made as of December 15, 2011, by and between, MIK ENTERPRISES, CORP., a Florida Corporation ("Disappearing Entity1"), MOBO USA, CORP., a Florida corporation ("Disappearing Entity2") (Disappearing Entity1 and Disappearing Entity2 are sometimes referred to herein collectively as the "Disappearing Entities"), and MOBO USA GROUP, LLC, a Florida limited liability company ("Surviving Entity") (the Disappearing Entities and Surviving Entity are sometimes referred to herein collectively as the "Constituent Entities"), in accordance with § 607.1101 et seq. of the Florida Business Corporation Act and 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 Entities 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 Statutes § 607.1101 et seq. and § 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>
MOBO USA GROUP, LLC 6000 NW 97 Avenue Suite 14 Miami, Florida 33178 State File No: <del>H11000242269</del> #L11000114753	Florida	Limited liability company

**ARTICLE II. DISAPPEARING ENTITIES**

The exact name and jurisdiction of the *Disappearing Entity1* are as follows:

Ag.

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
MIK ENTERPRISES, CORP. 6000 NW 97 Avenue Suite 14 Miami, Florida 33178 State File No: P04000160613	Florida	Corporation (profit)

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The exact name and jurisdiction of the *Disappearing Entity2* are as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
MOBO USA, CORP. 6000 NW 97 Avenue Suite 14 Miami, Florida 33178 State File No: P03000121055	Florida	Corporation (profit)

### ARTICLE III. TERMS AND CONDITIONS OF THE MERGER.

**Section 3.1 Merger.** The Disappearing Entities 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 Entity1 and Disappearing Entity2 shall cease when each is merged into Surviving Entity. The existence of Surviving Entity shall remain unimpaired as the surviving corporation following the merger.

**Section 3.2 Effective Date.** The merger shall become effective on January 1, 2012 (the "Effective Date"); provided that this Agreement and the Articles of Merger attached hereto and marked as Exhibit A (the "Articles of Merger") have been approved by the Board of Directors and the Shareholders of Disappearing Entity1, the Board of Directors and the Shareholders of Disappearing Entity2, and the Members and Managers of 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 conversion 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 Entities shall continue in substantially its present form as the business of the Surviving Entity.

**Section 3.5 Managers.** Marcelo Barniquel, Isaac Cohen, Kong Chan, and Abba Cohen 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

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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 Entities 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 Entities 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 Entities.

**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 Entity1 and Disappearing Entity2 and Surviving Entity are organized and in good standing under the laws of the State of Florida;

(b) The execution of this Agreement by the Disappearing Entities and Surviving Entity and the performance of the transactions contemplated by this Agreement have been approved by their Shareholders and Board of Directors or Members and Managers, as applicable. On proper approval by their Shareholders and Board of Directors or Members and Managers, as applicable, 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 shares of the Disappearing Entities 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:

*Ac.* **Section 4.1 Disappearing Entity1.** Each share of the common stock of Disappearing Entity1 issued and outstanding immediately prior to the Effective Date will be canceled and extinguished and automatically converted into the right to receive 0.40 validly issued, fully paid and non-assessable Units of Surviving Entity.

**Section 4.2 Disappearing Entity2.** Each share of the common stock of Disappearing Entity2 issued and outstanding immediately prior to the Effective Date will be canceled and extinguished and automatically converted into the right to receive 0.40 validly issued, fully paid and non-assessable Units of Surviving Entity.

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Section 4.3 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

*Ac.* 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.

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

MIK ENTERPRISES, CORP.

MOBO USA GROUP, LLC

By: [Signature]  
Name: Jessie Cohen  
Title: Director

By: [Signature]  
Name: [Signature]  
Title: Manager

MOBO USA, CORP.

By: [Signature]  
Name: marcelo bairnsfeld  
Title: Director

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