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**MERGER OR SHARE EXCHANGE
CARIBBEAN ADVISORY GROUP, LLC**

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ARTICLES OF MERGER

of

AGRO PRODUCTS & SERVICES OF FLORIDA CORPORATION
(a Florida Corporation)

L 99109

With and Into

CARIBBEAN ADVISORY GROUP, LLC
(a Florida Limited Liability Company)

L13-83017

Pursuant to Sections 605.1021-605.1026 of the Florida Revised Limited Liability Company Act (the "FRLLLCA") and Sections 607.1101-607.1106 of the Florida Business Corporation Act (the "FBCA"), AGRO PRODUCTS & SERVICES OF FLORIDA CORPORATION, a corporation under the laws of the State Florida ("APS"), and CARIBBEAN ADVISORY GROUP, LLC, a limited liability company organized under the laws of the State Florida ("CAG"), adopted on the 1st day of June 2023, the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of the FRLLLCA and FBCA, and hereby certify as follows:

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ARTICLE I

The Agreement and Plan of Merger (the "Plan of Merger"), attached hereto and incorporated by reference herein, and adopted in accordance with the provisions of Section 605.1022 of the FRLLLCA and section 607.1103 of the FBCA, provides for the merger of APS (the "Constituent Entity") with and into CAG (the "Merger"), with CAG as the surviving entity (the "Surviving Company").

ARTICLE II

The Articles of Organization of the Surviving Company shall be the Articles of Organization of the Surviving Company.

ARTICLE III

The Plan of Merger was duly approved by a unanimous written consent executed by all the members of the Surviving Company and a unanimous written consent executed by all the members and managers of the Constituent Entity, pursuant to Sections 605.1021-605.1026 of the FRLLLCA and Sections 607.1101-607.1106 of the FBCA on the 24th day of May, 2023.

ARTICLE IV


The Merger shall be effective as of the date of filing of these Articles of Merger (the "Effective Time"). At the Effective Time, the separate existence of each of the Constituent Entity shall cease and the Constituent Entity shall be merged with and into the Surviving Company in accordance with the terms and conditions of the Plan of Merger.

IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 1st day of June 2023.

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AGRO PRODUCTS & SERVICES OF FLORIDA CORPORATION, the Constituent Entity:

By: 

Clement S. Beyda
Director/President

CARIBBEAN ADVISORY GROUP, LLC, the Surviving Company:

By: 

Reuven S. Bigio
Manager

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") dated as of June 1st, 2023, is entered by and among AGRO PRODUCTS & SERVICES OF FLORIDA CORPORATION, a corporation organized under the laws of the State Florida ("APS"), and CARIBBEAN ADVISORY GROUP, LLC, a limited liability company organized under the laws of the State Florida ("CAG"), and together with APS, the "Parties".

RECITALS

WHEREAS, the respective governing bodies of APS and CAG have each approved and deemed it advisable and in the best interests of their sole stockholder and sole member, respectively, to approve and adopt this Agreement;

WHEREAS, the sole member of CAG and the sole shareholder of APS have each approved and deemed it advisable and in their best interests, respectively, to approve and adopt this Agreement;

WHEREAS, upon the terms and subject to the conditions of this Agreement: (a) APS will merge with and into CAG, with CAG surviving the merger (the "Surviving Company") in accordance with the applicable provisions of the Florida Revised Limited Liability Act, as amended (the "FRLCA") and the applicable provisions of the Florida Business Corporation Act (the "FBCA");

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the Parties hereto have agreed as follows:

1. Merger. In accordance with the laws and applicable provisions of the laws of the State of Florida, the Constituent Entity shall merge into and become a part of CAG (the "Merger"). Upon the effective date of the Merger, the separate corporate existence of the Constituent Entity shall cease. The effective date for the Merger shall be on the date of filing of the Articles of Merger.

2. Changes to Articles of Organization. The Articles of Organization of the Surviving Company shall be the Articles of Organization of the Surviving Company.

3. Changes to Operating Agreement. The Operating Agreement of the Surviving Company shall be the Operating Agreement of the Surviving Company.

4. Changes to Members and Managers. The Members and Managers of the Surviving Company shall be the current Members and Managers of the Surviving Company.

5. Representations and Warranties.

(a) APS represents and warrants as follows:

(i) *Organization and Good Standing.* APS is a corporation duly organized,

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validly existing and in good standing under the laws of Florida and has the corporate power to carry on its business as it is now being conducted.

- (ii) *Authorization.* The execution, delivery and performance of this Agreement by APS have been duly and validly authorized and approved by all necessary corporate action.

(b) CAG represents and warrants as follows:

- (i) *Organization and Good Standing.* CAG is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the corporate power to carry on its business as it is now being conducted.
- (ii) *Authorization.* The execution, delivery and performance of this Agreement by CAG have been duly and validly authorized and approved by all necessary corporate action.

6. Effects of Merger. The Merger shall have the effect provided therefor by Florida law. As of the effective date of the Merger, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of the Constituent Entity; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to the Constituent Entity, shall be deemed to be transferred to and vested in the Surviving Company without further act or deeds, and the title to any property or any interest therein, vested in the Constituent Entity, shall not revert to or be in any way impaired by reason of the Merger.

The Surviving Company shall be responsible and liable for all the liabilities and obligations of the Constituent Entity; and any claims existing by or against the Constituent Entity may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Company may be substituted in the place of the Constituent Entity. The rights of any creditors of the Constituent Entity shall not be impaired by the Merger. The Surviving Company shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of the Constituent Entity.

7. Effect on Capital Stock. As of the effective date, by virtue of the Merger and without any action on the part of any holder thereof, each share of common stock of the Constituent Entity issued and outstanding immediately prior to the Effective Date shall no longer be outstanding and shall thereupon be converted into and become an equal number of validly issued fully paid and non-assessable membership interests of the Surviving Company and shall constitute the only outstanding equity of the Surviving Company as of immediately following the Effective Date.

8. Further Assurances. If at any time the Surviving Company shall consider or be

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advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in the Surviving Company the title to any property or rights of the Constituent Entity, or to otherwise carry out the provisions hereof, the proper officers, directors and /or managers of the Constituent Entity, as of the effective date of the Merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Company and to otherwise carry out the provisions hereof.

9. Abandonment or Amendment. At any time prior to the filing of the Articles of Merger with the State of Florida, Office of the Secretary of State, the proposed Merger may be abandoned by the parties pursuant to this provision or amended by the action of the Parties pursuant to this provision.

10. Approval. This Agreement has been approved by, and the execution and delivery thereof authorized by, the members and managers of the Surviving Company and of the Constituent Entity.

11. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13. Costs. All costs in connection with this Agreement will be paid by the Surviving Company.

14. Governing Law; Submission to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

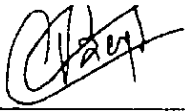
15. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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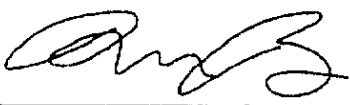
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IN WITNESS HEREOF, the Parties have executed this Agreement as of the date written above.

AGRO PRODUCTS & SERVICES OF FLORIDA CORPORATION, the Constituent Entity:

By: 
Clement S. Beyda
Director/President

CARIBBEAN ADVISORY GROUP, LLC, the Surviving Company:

By: 
Reuven S. Bigio
Manager

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