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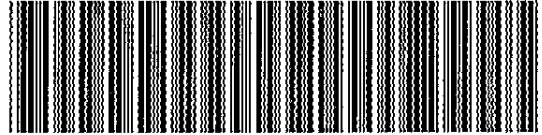
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DIVISION OF CORPORATION

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TALLAHASSEE, FLORIDA

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8/21/03

Lopez-Aguilar & Cancino P.A.

Requestor's Name

2300 Coralway #100

Address

Miami, FL 33145

City

State

ZIP

Phone

(305) 856-7777

Mr. Cancino

CORPORATION(S) NAME

Steel Resources, Inc.

☐ Profit

☐ NonProfit

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution

☐ Mark

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Reservation

☐ Change of Registered Agent

☒ Certified Copy

☐ Photo Copies

☐ Certificate Under Seal

☐ Call When Ready

☐ Call If Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

Name

Availability

Document

Examiner

Updater

Verifier

Acknowledgment

W P Verifier

ARTICLES AND PLAN OF MERGER

Merger of

STEEL RESOURCES, INC.

into

LATIN AMERICAN EXPORT AND IMPORT, INC.

The undersigned corporations, in accordance with Sections 607 et. seq. of the Florida Statutes, hereby adopt the following Articles and Plan of Merger:

ARTICLE 1.

The parties hereto agree to effect this Merger.

ARTICLE 2.

The corporation to survive the Merger is Latin American Export and Import, Inc., a Florida Corporation that shall continue under the same name.

ARTICLE 3.

The parties to these Articles and Plan of Merger are Steel Resources, Inc. and Latin American Export and Import, Inc. both incorporated in the State of Florida.

ARTICLE 4.

No amendment to the charter of the surviving corporation is to be effected as part of the Merger.

Prepared by Humberto Cancio, Jr.
Lopez Aguiar and Cancio
2300 Coral Way, Suite 100
Miami, Florida 33145

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TALLAHASSEE, FLORIDA

ARTICLE 5.

The total number of shares of stock of all classes which the parties hereto have authority to issue is as follows:

<u>Corporation</u>	<u>Class of Stock</u>	<u>Number of shares Authorized</u>	<u>Par Value</u>
Latin American Export and Import, Inc.	Common Voting	50,000	\$1.00 par value
Latin American Export and Import, Inc.	Common Non-Voting	450,000	\$1.00 par value
Steel Resources, Inc.	Common Voting	50,000	no par value
Steel Resources, Inc.	Common Non-Voting	450,000	no par value

As to Steel Resources, Inc., the total issued and outstanding shares of the only stock of Steel Resources, Inc., that were entitled to vote on the Plan Of Merger were voted one hundred percent (100%) in favor of the Plan Of Merger and none were voted against the Plan Of Merger at a special meeting of the shareholders of Steel Resources, Inc. held July 31, 2003.

As to Latin American Export and Import, Inc., the total issued and outstanding shares of the only stock of Latin American Export and Import, Inc. that were entitled to vote on the Plan Of Merger were voted one hundred percent (100%) in favor of the Plan Of Merger and none were voted against the Plan Of Merger at a special meeting of the shareholders of Latin American Export and Import, Inc. held on July 31, 2003.

ARTICLE 6.

The manner and basis of exchanging and converting the issued stock of Steel Resources, Inc. is as follows: each share of issued and outstanding common stock of Steel Resources, Inc. shall be converted into one (1) share of common stock of Latin American Export and Import, Inc., upon the surrender of certificates representing five hundred thousand (500,000) shares of Steel Resources, Inc. stock by holders thereof, in exchange by Latin American Export and Import, Inc. a simultaneous reverse split shall occur, and the amount of authorized, outstanding shares for the resulting corporation shall be five hundred thousand (500,000) consisting of fifty thousand voting (50,000) and four hundred fifty thousand (450,000) non-voting shares and certificates for five hundred thousand (500,000) shares of Latin American Export and Import, Inc. stock shall be outstanding. Therefore, the total Common Stock outstanding at the date of this Merger shall be five hundred thousand (500,000) shares although the exchange shall be deemed to have taken place, but a simultaneous reverse split made it unnecessary to issue the additional shares. The outstanding as shares of Common Stock of the surviving corporation are five hundred thousand as described hereinabove.

ARTICLE 7.

The principal offices of Steel Resources, Inc., and Latin American Export And Import, Inc., are located in Florida. Any party of the merger owning property the title to which could be affected by the recording of any instrument in the public records of the state of Florida shall record any necessary documents to reflect a transfer. These Articles and Plan of Merger and other appropriate documents may be filed in such records.

ARTICLE 8.

These Articles and Plan of Merger were duly adopted and approved by the Boards of Directors and Stockholders of Steel Resources, Inc., and Latin American Export and Import, Inc., in the manner and by the vote as permitted and required by the laws of the State of Florida as stated hereinabove.

ARTICLE 9.

The Plan of Merger is as follows:

9.1 The Articles of Incorporation of Latin American Export and Import, Inc., as in effect on the effective date of the merger, shall continue in full force and effect as the Articles of Incorporation of Latin American Export and Import, Inc. and shall not be changed or amended by the Merger.

9.2 Latin American Export and Import, Inc. reserves the right and power, after the effective date of the Merger, to alter, amend, change or repeal any of the provisions contained in its Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred on officers, directors or stockholders herein are subject to this reservation.

9.3 The Bylaws of Latin American Export and Import, Inc., as such Bylaws exist on the effective date of the Merger, shall remain and be the Bylaws of Latin American Export and Import, Inc. until altered, amended or repealed, or until new Bylaws shall be adopted in accordance with the provisions thereof, the Articles of Incorporation, or in the manner permitted by the applicable provisions of law.

9.4 The Bylaws of Latin American Export and Import, Inc. as of the effective date of the Merger shall continue in office until the next Annual Meeting of the Stockholders of Latin American Export and Import, Inc. The number of Directors of Latin American Export and Import, Inc. shall continue to be eight (8) and shall be the following person:

Carlos Roberto Charur	Alberto Dahbura
Elias Alfredo Charur	Anne Marie Vilboux
Emilio Charur	Jorge J. Charur
Guillermo A. Zedan	Luis A. Zedan

9.5 Each share of issued and outstanding Common Stock of Steel Resources, Inc. shall be converted into one (1) share of Common Stock of Latin American Export and Import, Inc. Upon the surrender of certificates representing five hundred thousand (500,000) shares of Steel Resources, Inc. stock by holders thereof, in exchange by Latin American Export and Import, Inc. a simultaneous reverse split shall occur, and the amount of authorized, outstanding shares for the resulting corporation shall be five hundred thousand (500,000) consisting of fifty thousand voting (50,000) and four hundred fifty thousand (450,000) non-voting shares and certificates for five hundred thousand (500,000) shares of Latin American Export and Import, Inc. stock shall be outstanding. Therefore, the total Common Stock outstanding at the date of this Merger shall be five hundred thousand (500,000) shares although the exchange shall be deemed to have taken place, but a simultaneous reverse split made it unnecessary to issue the additional shares. The outstanding as shares of Common Stock of the surviving corporation are five hundred thousand as described hereinabove.

Prepared by Humberto Cancio, Jr.
Lopez Aguiar and Cancio
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Miami, Florida 33145

9.6 On the effective date of the Merger, the separate existence of Steel Resources, Inc. shall cease (except to the extent continued by statute), and all of its property, rights, privileges, and franchises, of whatsoever nature and description, shall be transferred to, vest in, and devolve upon the surviving corporation, Latin, without further act or deed. Confirmatory deeds, assignment or other like instruments, when deemed desirable by Latin to evidence such transfer, vesting or devolution of any property, right, privilege or franchise, shall at any time, or from time to time, be made and delivered in the name of Steel Resources, Inc. by the last acting officers thereof, or by the corresponding officers of the surviving corporation.

9.7 The effective date of the Merger pursuant to the Florida Statutes shall be July 31, 2003.

ARTICLE 10.

The laws of the State of Florida, the jurisdiction of organization of Latin American Export and Import, Inc., permit the merger contemplated by the Plan of Merger, and the laws of the State of Florida, on fulfillment of all filing and record requirements set forth by the applicable laws of the State of Florida, will have been complied with.

ARTICLE 11.

Latin American Export and Import, Inc. agrees that it may be served with process in any proceeding for the enforcement of Steel Resources, Inc. and in any proceeding for the enforcement of the rights of a dissenting shareholder of Steel Resources, Inc. against Latin American Export and Import, Inc.

ARTICLE 12.

This Agreement shall be governed in accordance with the laws of the State of Florida. Should a court of competent jurisdiction determine any part or provisions hereof to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof, all of which shall remain in full force and effect.

ARTICLE 13.

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior understandings and agreements are hereby superseded.

ARTICLE 14.

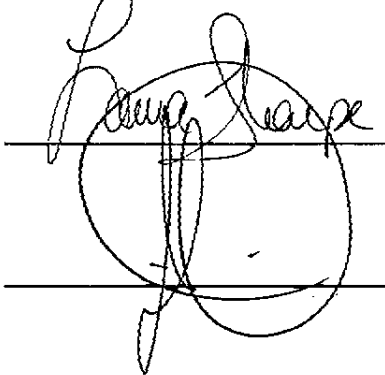
The prevailing party in any action to enforce any provisions of or seek a remedy for breach of any provision of this Agreement shall be entitled to an award of reasonable attorneys' fees, court costs and expenses of litigation, including those incurred at trial and appellate levels. The provisions of this Article 14 survive expiration of the term of this Agreement.

ARTICLE 15.

No failure or delay of a party in the exercise of any right preclude the future exercise thereof. The waiver by a party of any breach hereof shall not be deemed a waiver of any subsequent breach.

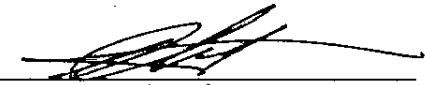
IN WITNESS WHEREOF, each of the undersigned Corporations has caused these Articles to be signed August 4, 2003.

Witnesses:

A large, stylized handwritten signature, possibly reading "Lopez Aguiar", is written over two horizontal lines.

LATIN AMERICAN EXPORT
AND IMPORT, INC.

By


Elias Alfredo Charur
President

Attest:


Carlos Roberto Charur
Secretary

STEEL RESOURCES, INC.

By: _____

Anne Marie Vilboux
President

Attest: _____

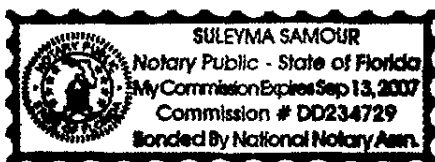
Alberto Dahbura
Secretary

STATE OF FLORIDA)
)SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 3th day of August, 2003.

MY COMMISSION EXPIRES:

NOTARY PUBLIC
State of Florida at large.



Prepared by Humberto Cancio, Jr.
Lopez Aguiar and Cancio
2300 Coral Way, Suite 100
Miami, Florida 33145