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SECRETARY OF STATE
DIVISION OF CORPORATIONS
14 JAN 23 PM 4:32

merger/CC
(1a) 1.23.14

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: AGUNSA USA, Inc
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jorge Martinez CPA
Contact Person

Martinez - Marquez CPA
Firm/Company

6303 Blue Lagoon Dr. 200
Address

MIAMI FL 33126
City/State and Zip Code

Jorge @ msccpa.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jorge Martinez, CPA At (305) 274-2626
Name of Contact Person Area Code & Daytime Telephone Number

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 6, 2014

JORGE MARTINEZ, CPA
6303 BLUE LAGOON DR.
200
MIAMI, FL 33126

SUBJECT: AGUNSA USA, INC.
Ref. Number: P00000037060

We have received your document for AGUNSA USA, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

There is a balance due of \$35.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 914A00000274

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14 JAN 21 PM 2:44

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
14 JAN 23 PM 4:32

**ARTICLES OF MERGER
OF AGUNSA USA, INC.**
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/applicable)
AGUNSA USA, INC.	FLORIDA	P00000037060

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/applicable)
AGUNSA LOGISTICS & DISTRIBUTION (LOS ANGELES), INC.	DELAWARE	

Third: The plan of Merger is attached

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12/18/2013 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date)


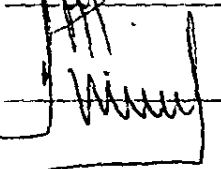
Fifth: Adoption of Merger by surviving corporation -- (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/18/2013.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/18/2013

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
AGUNSA USA, INC.		Eduardo Calzella CEO
AGUNSA LOGISTICS & DISTRIBUTION (LOS ANGELES), INC.		Rodrigo Jimenez Chairman

(Attach additional sheets if necessary)

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.11.01, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
AGUNSA USA, INC.	FLORIDA

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
AGUNSA LOGISTICS & DISTRIBUTION (LOS ANGELES), INC.	DELAWARE

Third: The terms and conditions of the merger are as follows:

SEE ATTACHED

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

SEE ATTACHED

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restate articles are attached: N/A

(Attach additional sheets if necessary)

Other provisions relating to the merger are as follows:

SEE ATTACHED

(Attach additional sheets if necessary)

Agreement of Merger and Plan of Reorganization

This Agreement of Merger and Plan of Reorganization dated December 18, 2013, is by and between AGUNSA LOGISTICS & DISTRIBUTION (LOS ANGELES), INC. ("AGUNSA LA"), a DELAWARE corporation and AGUNSA USA, INC. ("AGUNSA USA") (the Surviving Corporation), a FLORIDA corporation.

Recitals

AGUNSA LA is a corporation organized and existing under the laws of the state of DELAWARE, having an authorized capital of 250,000 shares of common stock, par value \$1 per share, (the "Common Stock of Merger Co."), of which 250,000 shares are issued and outstanding as of the date of this contract;

AGUNSA USA is a corporation duly organized and existing under the laws of the state of FLORIDA having an authorized capitalization which consists of 10,000 shares of voting common stock, par value \$1 per share, of which 10,000 shares are issued and outstanding (the "Common Stock of AGUNSA USA").

The respective boards of directors of AGUNSA LA and AGUNSA USA have each approved this Plan of Merger (the "Plan") providing for the merger of AGUNSA LA with and into AGUNSA USA with AGUNSA USA as the surviving corporation as authorized by the statutes of the state of FLORIDA;

AGUNSA LA and AGUNSA USA, Inc., a FLORIDA corporation ("AGUNSA USA"), have entered into an Agreement and Plan of Reorganization (the "Reorganization Agreement") dated as of DECEMBER 18, 2013, setting forth certain representations, warranties, covenants, agreements, and conditions in connection with the merger;

Agreement

In consideration of the premises and the mutual covenants and agreements contained in this agreement, and for the purpose of setting forth the terms and conditions of the merger and the manner and basis of causing the shares of AGUNSA LA to be converted into shares of common stock of AGUNSA USA, par value \$1 per share (the "Exchanged AGUNSA USA Stock") and such other provisions as are deemed necessary or desirable, the parties have agreed, subject to the approval and adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions set forth below, as follows:

Article I.

Merger and Name of Surviving Corporation

On the Effective Date of the merger, AGUNSA LA shall be merged with and into AGUNSA USA, which is designated as the "Surviving Corporation," the name of which on the Effective Date of the merger shall be "AGUNSA USA, INC.," or such other name as may be available and the parties may agree to.

Article II.

Terms and Conditions of Merger

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Plan) as follows:

(a). On the Effective Date of the merger:

(1). AGUNSA LA. shall be merged into AGUNSA USA to form a single corporation and AGUNSA USA shall be designated as the Surviving Corporation.

(2). The separate existence of AGUNSA LA shall cease.

(3). The Surviving Corporation shall have all the rights, privileges, immunities, and powers and shall be subject to all duties and liabilities of a corporation organized under the FLORIDA Corporation Code.

(4). The Surviving Corporation shall possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due of whatever account, including subscriptions to shares, and all other choses in action, and all other interest, of each of the Constituent Corporations, shall be deemed to be transferred to the Surviving Corporation without further act the title to any real estate or interest, vested in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; any claim existing or action or proceeding pending by or against either of such Constituent Corporations may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in place of the Constituent Corporation; and neither the rights of creditors nor any liens on the property of either of the Constituent Corporations shall be impaired by the merger.

(b). On the Effective Date of the merger, the articles of incorporation of the Surviving Corporation shall be the articles of incorporation of AGUNSA USA and the bylaws of the Surviving Corporation shall be the bylaws of AGUNSA USA.

(c). On the Effective Date of the merger, the board of directors of the Surviving Corporation shall consist of the members of the board of directors of AGUNSA USA immediately prior to the merger, to serve in accordance with the bylaws of the Surviving Corporation and until their respective successors shall have been duly elected and qualified in accordance with such bylaws and the laws of the state of FLORIDA.

(d). On the Effective Date of the merger, the officers of the Surviving Corporation shall be the officers of AGUNSA USA immediately prior to the merger, such officers to serve in accordance with the bylaws of the Surviving Corporation and until their respective successors shall have been elected and qualified in accordance with such bylaws and the laws of the state of FLORIDA.

If on the Effective Date of the merger, a vacancy shall exist in the board of directors or in any of the officers of the Surviving Corporation, such vacancy may be filled in the manner provided in the bylaws of the Surviving Corporation.

Article III.

Manner and Basis of Converting Shares

The manner and basis of converting the shares of the Constituent Corporations and the mode of carrying the merger into effect are as follows:

(a). Each share of Common Stock of AGUNSA LA outstanding on the Effective Date of the merger shall, without any action on the part of the holder, be converted into one fully paid and non-assessable share of Common Stock of AGUNSA USA which shall, on such conversion, be validly issued and outstanding, fully paid, and non-assessable, and shall not be liable to any further call, nor shall the holder be liable for any further payments with respect to it.

(b). Each share of the Common Stock of AGUNSA LA outstanding on the Effective Date of the merger shall, without any action on the part of the holder, be converted into approximately ONE fully paid and non-assessable shares of Exchanged AGUNSA USA Stock which shares of Exchanged AGUNSA USA Stock shall then be validly issued and outstanding, fully paid, and non-assessable and shall not be liable to any further call, nor shall the holder be liable for any further payments with respect to them. After the Effective Date of the merger, each holder of an outstanding certificate which had represented shares of the Common Stock of AGUNSA LA shall be entitled, on surrender to the transfer and exchange agent to receive in exchange a certificate or certificates representing the number of whole shares of Exchanged AGUNSA USA Stock into which the shares of Common Stock of AGUNSA LA so surrendered shall have been converted in such denominations as such holder may request. Until so surrendered, each such outstanding certificate (which prior to the Effective Date of the merger represented shares of the Common Stock of AGUNSA LA) shall for all purposes evidence the ownership of the shares of Exchanged AGUNSA USA Stock into which such shares shall have been converted; provided, that dividends or other distributions which are payable in respect of shares of Exchanged AGUNSA USA Stock into which shares of Common Stock of AGUNSA LA shall have been converted shall be set aside by AGUNSA USA and shall not be paid to holders of certificates representing such shares of Common Stock of AGUNSA LA until such certificates shall have been surrendered in exchange for certificates representing Exchanged AGUNSA USA Stock. On such surrender, the holder(s) of such shares shall be entitled to receive such dividends or other distributions without interest. AGUNSA USA shall not issue any fractional interest in shares of Exchanged AGUNSA USA Stock in connection with the conversion.

(c). All shares of Exchanged AGUNSA USA Stock into which shares of the Common Stock of AGUNSA LA shall have been converted pursuant to this Article III shall be issued in full satisfaction of all rights pertaining to the shares of AGUNSA LA stock.

(d). If any certificate for shares of Exchanged AGUNSA USA Stock is to be issued in a name other than that in which the certificate surrendered in exchange is registered, it shall be a condition of its issuance that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that the transfer be in compliance with applicable federal and state securities laws, and that the person requesting such exchange pay to AGUNSA USA or any agent designated by it any transfer or other taxes required by reason of the issuance of a certificate for shares of Exchanged AGUNSA USA Stock in any name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of AGUNSA USA or any agent designated by it that such tax has been paid or is not payable.

(e). The certificates representing such additional AGUNSA USA shares to be issued to each shareholder shall be the same portion as the number of shares of AGUNSA LA stock held by each such shareholder, excluding the shares transferred to the finder, pursuant to the Reorganization Agreement. In lieu of issuing such shares to the shareholders, such shares shall be issued to any successor or assignee of such shareholder if at least seven days prior to the date of issuance AGUNSA USA shall have received written evidence satisfactory to it that such succession was signed and executed by such shareholder or, in the event of — death or incapacity, executed by — personal representative and accompanied by appropriate evidence of appointment. No interest or other penalty shall be due or payable on additional AGUNSA USA stock issuable under the Reorganization Agreement.

(f). For all relevant purposes of this article, the number of shares of AGUNSA USA stock to be issued and delivered pursuant to the Reorganization Agreement shall be appropriately adjusted to take into account any stock splits, stock dividends, reverse stock split, recapitalization, or similar change in the AGUNSA USA common stock par value, which may occur between the date of the Reorganization Agreement and date of delivery of such shares.

Article IV.

Articles of Incorporation and Bylaws

1. The articles of incorporation of AGUNSA LA shall, on the merger becoming effective, be the articles of incorporation of the Surviving Corporation until amended in the manner provided by law.
2. The bylaws of AGUNSA LA shall, on the merger becoming effective, be the bylaws of the Surviving Corporation until amended in the manner provided by law.

Article V.

Other Provisions With Respect to Merger

1. This Plan shall be submitted for approval by the stockholders of each of the Constituent Corporations as provided by the laws of the state of DELAWARE and FLORIDA. After the approval or adoption by the stockholders of each Constituent Corporation in accordance with the requirements of the laws of the state of DELAWARE and FLORIDA, all required documents shall be executed, filed, and recorded, and all required acts shall be done in order to accomplish the merger under the provisions of the laws of the state of DELAWARE and FLORIDA, subject to the terms and conditions of the Reorganization Agreement.
2. This Plan may be terminated at any time prior to the Effective Date of the merger in the manner provided in the Reorganization Agreement.
3. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of IRC Section 368(a)(1).

Article VI.

Approval and Effective Date of the Merger; Miscellaneous Matters

1. The merger shall become effective when all the following actions shall have been taken:
 - (a) This Plan shall be authorized, adopted, and approved on behalf of each Constituent Corporation in accordance with the laws of the states of DELAWARE and FLORIDA; and
 - (b) This Plan, executed and verified in accordance with the laws of the states of DELAWARE and FLORIDA, shall be filed in the Office of the Secretary of State of FLORIDA.

The date on which such actions are completed and such merger is effected is referred to as the "Effective Date."

2. If at any time the Surviving Corporation shall deem or be advised that any further grants, assignments, confirmations, or assurances are necessary or desirable to vest, perfect, or confirm title in the Surviving Corporation, of record or otherwise, to any property of AGUNSA LA acquired or to be acquired by, or as a result of, the merger, the officers and directors of AGUNSA LA or any of them shall be severally and fully authorized to execute and deliver any and all such deeds, assignments, confirmations, and assurances and to do all things necessary or proper so as to best prove, confirm, and ratify title to such property in the Surviving Corporation and otherwise carry out the purposes of the merger and the terms of this Plan.

3. For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts of it may be executed, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall be considered one instrument.


4. This Plan shall be governed by and construed in accordance with the laws of the state of FLORIDA.

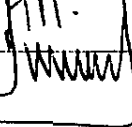
5. This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties.

In witness, each Constituent Corporation has caused this Plan to be executed, all as of the date first above written.

Attest:  Secretary

Attest:  Secretary

By  AGUNSA USA
Authorized Officer

By  AGUNSA LA
Authorized Officer