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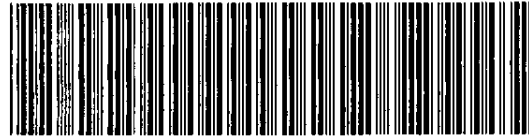
(Business Entity Name)

(Document Number)

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DIVISION OF CORPORATIONS
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merger/cc
@ 2/3/11

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ZAI CARGO, 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:

GISELLE DEL AMO

Contact Person

INFANTE, ZUMPARO, HUDSON & MILOCH, LLC

Firm/Company

500 S DIXIE HIGHWAY, SUITE 302

Address

CORAL GABLES, FL 33146

City/State and Zip Code

GISELLE.ORTIZDELAMO@IZHMLAW.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

GISELLE DEL AMO

Name of Contact Person

At (305)

503-2990

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

ARTICLES OF MERGER

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:

Name: Zai Cargo, Inc.

Jurisdiction: Florida

Document Number: P01000034376 ("the Surviving Corporation")

Second: The name and jurisdiction of each merging corporation (each, a "Merging Corporation"):

Name	Jurisdiction
Zai Cargo, Inc.	North Carolina
Zai Cargo, Inc.	Georgia
Zai Cargo, Inc.	Texas
Zai Cargo, Inc.	Illinois
Zai Cargo, Inc.	California
Zai Cargo, Inc.	New Jersey

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.

Fifth: Adoption of Merger by Surviving Corporation:

The Plan of Merger was adopted by the shareholders and board of directors of the surviving corporation(s) on January 24, 2011.



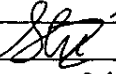

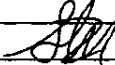
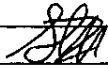
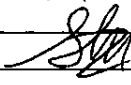
Sixth: Adoption of Merger by merging corporation(s) –

The Plan of Merger was adopted by the shareholders and board of directors of the merging corporation(s) on January 24, 2011.

Seventh: Under the Agreement and Plan of Merger, all of the issued and outstanding shares of each Merging Corporation's stock will be acquired by means of a merger of each Merging Corporation with the Surviving Corporation.

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Eighth: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Zai Cargo, Inc. (Florida)		Horacio Zapata, Pres.
Zai Cargo, Inc. (North Carolina)		Horacio Zapata, Pres.
Zai Cargo, Inc. (Georgia)		Horacio Zapata, Pres.
Zai Cargo, Inc. (Texas)		Horacio Zapata, Pres.
Zai Cargo, Inc. (Illinois)		Horacio Zapata, Pres.
Zai Cargo, Inc. (California)		Horacio Zapata, Pres.
Zai Cargo, Inc. (New Jersey)		Horacio Zapata, Pres.

PLAN OF MERGER

This Plan of Merger is made as of this January 21, 2011, by and among ZAI CARGO, INC., a Florida corporation ("Zai Florida"), ZAI CARGO, INC., a New Jersey corporation ("Zai New Jersey"), ZAI CARGO, INC., a California corporation ("Zai California"), ZAI-CARGO, INC., a Texas corporation ("Zai Texas"), ZAI CARGO, INC., a North Carolina corporation ("Zai NC"), ZAI CARGO, INC., an Illinois corporation ("Zai Illinois") and ZAI CARGO, INC., a Georgia corporation ("Zai Georgia"), (Zai Georgia, Zai New Jersey, Zai California, Zai Texas, Zai NC and Zai Illinois shall hereinafter be referred, each as a "Merging Corporation" and collectively, as the "Merging Corporations"). This Merger is being effected under this Plan of Merger in accordance with §§607.1101 et seq. of the Florida Business Corporation Act.

WHEREAS, all the shares of common stock of Zai Florida are owned by Horacio Zapata (the "Shareholder") and all the shares of common stock of each of the Merging Corporations are owned by the Shareholder.

WHEREAS, for business reasons the Shareholder wishes to merge the Merging Corporations into the Surviving Corporation.

1. Subject to the approval and adoption of this Agreement and Plan of Merger (the "Plan of Merger") by (i) the sole Shareholder and sole director of Zai Florida pursuant to the provisions of the Florida Business Corporation Act, (ii) the sole Shareholder and sole director of Zai New Jersey pursuant to the provisions of the New Jersey Business Corporation Act, (iii) the sole shareholder and sole director of Zai Texas pursuant to the provisions of the Texas Business Corporation Act, (iv) the sole shareholder and sole director of Zai NC pursuant to the provisions of the North Carolina Business Corporation Act, (v) the sole shareholder and sole director of Zai Illinois pursuant to the provisions of the Illinois Business Corporations Act, (vi) the sole shareholder and sole director of Zai California pursuant to the provisions of the California Corporations Code and (vii) the sole shareholder and sole director of Zai Georgia pursuant to the provisions of the Georgia Business Corporation Code, and effective as of the Effective Date (as hereinafter defined), the Merging Corporations shall be merged with and into Zai Florida, which shall be the surviving corporation (sometimes referred to herein as the "Surviving Corporation") and which shall continue to exist as the Surviving Corporation under the name Zai Cargo, Inc., pursuant to the provisions of the laws of the State of Florida. The separate existence of each of the Merging Corporations shall cease as of the Effective Date in accordance with the provisions of the Florida Business Corporation Act and the applicable laws of the state of incorporation of each Merging Corporation, as referenced in this paragraph.

2. On and after the Effective Date, the Articles of Incorporation of Zai Florida, as amended from time to time and as in effect on the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation and said Articles of Incorporation shall continue in full force and effect until amended and changed as therein provided, and in the manner prescribed by the laws of the State of Florida.
3. On and after the Effective Date, the Bylaws of Zai Florida, as amended from time to time and as in effect on the Effective Date, shall be the Bylaws of the Surviving Corporation and said Bylaws shall continue in full force and effect until altered, amended or repealed, or until new bylaws shall be adopted in the manner prescribed by the laws of the State of Florida
4. On and after the Effective Date, the director and officers of Zai Florida in office immediately prior to the Effective Date shall be the members of the Board of Directors and the officers of the Surviving Corporation, all of whom shall hold their position as director and officers until the election and qualification of their respective successors or as otherwise provided in the Articles of Incorporation and Bylaws of the Surviving Corporation.
5. At the Effective Time, by virtue of the Merger and without any action on the part of the Shareholder:
 - (a) each share of common stock of each Merging Corporation ("Merging Corporation Common Stock") issued and outstanding immediately prior to the Effective Time will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefore; and
 - (b) each share of common stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.
6. The Shareholder shall deliver to the Company all of the certificates that immediately prior to the Effective Time evidenced outstanding shares of Merging Corporation Common Stock for cancellation. Each Certificate surrendered pursuant to the previous sentence shall forthwith be cancelled.
7. This Plan of Merger shall be submitted for adoption by the sole director of Zai Florida, Zai New Jersey, Zai California, Zai Texas, Zai North Carolina, Zai Illinois and Zai Georgia, and if adopted by the sole director of each such entity, submitted for approval by the respective sole shareholder of each of Zai Florida and each of the Merging Corporations, in the manner prescribed by the laws of the State of Florida

and each state of incorporation of the Merging Corporations referenced in the preamble and paragraph 1 of this Plan of Merger. If this Plan of Merger is adopted by the respective sole director and approved by the respective sole shareholder of Zai Florida and each Merging Corporation, Zai Florida and each Merging Corporation shall cause to be executed and filed a certificate and/or articles of merger and such other documents, if any, prescribed by the laws of the State of Florida and each respective state of incorporation of each Merging Corporation, and will cause to be performed all necessary acts to effectuate the merger contemplated herein.

8. From and after the Effective Date, the officers and director of the Surviving Corporation, in the name of Zai Florida and each of the Merging Corporations as the constituent corporations shall, from time to time as and when requested by the Surviving Corporation, execute, acknowledge, and deliver or cause to be executed, acknowledged or delivered, all such deeds and documents, and shall take or cause to be taken all such further acts or other action, as the Surviving Corporation may deem necessary or desirable to vest in the Surviving Corporation any property or right of any of the Merging Corporations as constituent corporations or to otherwise carry out the intent and purposes of this Plan of Merger.
9. Subject to adoption of this Plan of Merger by the sole director of Zai Florida and each Merging Corporation, and approval of the Plan of Merger by the respective sole shareholder of Zai Florida and each Merging Corporation, the date and time on which the merger contemplated herein shall become effective in the States of Florida, New Jersey, Texas, North Carolina, Illinois and Georgia (the "Effective Date") shall be the date the Articles of Merger are filed with the Florida Department of State.
10. The transactions contemplated by this Plan of Merger are intended to qualify as a reorganization as defined in Section 368(a)(1) of the Internal Revenue Code of 1986. Accordingly, on and after the Effective Date, the books and records of the Surviving Corporation shall be maintained in such a manner as to appropriately reflect the consummation of the afore-described reorganization and all reports required to be filed with the Internal Revenue Service on and after the Effective Date shall appropriately reflect the reorganization.
11. This Plan of Merger shall be binding on and inure to the benefit of the respective parties hereto and their successors and assigns. This Plan of Merger represents the entire understanding of the parties regarding the subject matter hereof, and supersedes any and all other inconsistent or conflicting prior agreements between the parties. The provisions of this agreement are severable, and any invalidity, unenforceability


or illegality in any provision or provisions hereof shall not affect the remaining provisions of this agreement.

12. This Plan of Merger is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Plan of Merger.
13. This Plan of Merger may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
14. This Plan of Merger shall 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. This Plan of Merger may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Plan of Merger.

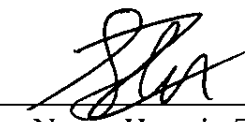
SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered in the manner prescribed by law on the date first written above.


ZAI CARGO, INC., a Florida corporation

By: 
Name: Horacio Zapata
Title: President

ZAI CARGO, INC., a New Jersey corporation

By: 
Name: Horacio Zapata
Title: President


ZAI CARGO, INC., a California corporation

By: 
Name: Horacio Zapata
Title: President

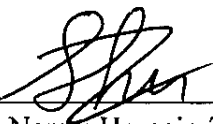
ZAI CARGO, INC., a Texas corporation

By: 
Name: Horacio Zapata
Title: President


ZAI CARGO, INC., a North Carolina
corporation

By: 
Name: Horacio Zapata
Title: President

ZAI CARGO, INC., an Illinois corporation

By: 
Name: Horacio Zapata
Title: President

ZAI CARGO, INC., a Georgia corporation

By: 
Name: Horacio Zapata
Title: President