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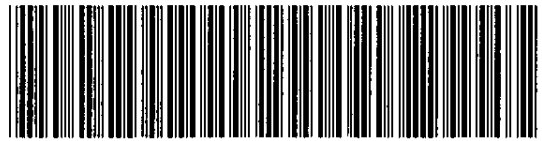
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TALLAHASSEE, FLORIDA

*Merger
2/16/09*

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: GIUFEL REAL ESTATE INVESTMENT CORP.
(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

Carlos M. Farah
(Contact Person)

Appelrouth, Farah & Co.
(Firm/Company)

999 Ponce de Leon Blvd., Ste. 625
(Address)

Coral Gables, FL 33134
(City/State and Zip Code)

For further information concerning this matter, please call:

Carlos M. Farah At (305) 444-0999
(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

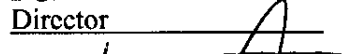
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

GIUFEL REAL ESTATE INVESTMENT CORP.



Giuseppe Cascarano, President

PINFEL REAL ESTATE INVESTMENT CORP.



Giuseppe Cascarano, President

VALEVAN INVESTMENTS CORP.



Giuseppe Cascarano, President

AGRIFRAN INVESTMENTS CORP.



Giuseppe Cascarano, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, effective as of February 16, 2009, is made between Giufel Real Estate Investment Corp., a for-profit Florida corporation, Pinfel Real Estate Investment Corp., a for-profit Florida corporation, Valevan Investments Corp., a for-profit Florida corporation, and Agrifran Investments Corp., a for-profit Florida corporation.

RECITALS

A. Giufel Real Estate Investment Corp., (“Giufel”) is a for-profit corporation organized and existing under the laws of the State of Florida.

B. Pinfel Real Estate Investment Corp., (“Pinfel”) is a for-profit corporation organized and existing under the laws of the State of Florida.

C. Valevan Investments Corp., (“Valevan”) is a for-profit corporation organized and existing under the laws of the State of Florida.

D. Agrifran Investments Corp., (“Agrifran”) is a for-profit corporation organized and existing under the laws of the State of Florida.

E. The board of directors and shareholders of Giufel, Pinfel, Valevan, and Agrifran deem it desirable and in their best interests that Pinfel, Valevan and Agrifran be merged into Giufel (as described in greater detail herein, the “Merger”) and have adopted this plan of merger as of the 22st day of January, 2009.

AGREEMENT

In consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.

2. **Surviving Company.** The surviving entity of the Merger shall be Giufel Real Estate Investment Corp., and it shall be a Florida corporation governed by the laws of the State of Florida.

3. **Capital Structure Prior to Merger.** With respect to each entity, prior to the Merger the numbers of issued, authorized and outstanding shares or interests are as follows:

	Authorized	Issued	Outstanding
Giufel Investment Corp., (a Florida for-profit corporation)	1,000 shares common stocks, \$1.00 par value	1,000	1,000
Pinfel Real Estate Investment Corp., (a Florida for-profit corporation)	1,000 shares common stocks, \$1.00 par value	1,000	1,000

	Authorized	Issued	Outstanding
Valevan Investments Corp., (a Florida for-profit corporation)	1,000 shares common stocks, \$1.00 par value	1,000	1,000
Agrifran Investments Corp., (a Florida for-profit corporation)	1,000 shares common stocks, \$1.00 par value	1,000	1,000

With respect to each of Giufel, Pinfel, Valevan and Agrifran there is only one class or series of stock and all stock once issued can vote without restriction. Ampros Corporation, a corporation organized and existing under the laws of the British Virgin Islands ("Ampros"), owns all of the outstanding shares of Giufel, Pinfel, Valevan and Agrifran.

4. **Approval of Plan.** This Agreement and Plan of Merger and the Articles of Merger were duly approved and adopted by unanimous vote of the board of directors and shareholders of Giufel, Pinfel, Valevan and Agrifran.

5. **Plan of Merger.** On the effective date of the Merger:

(a) All outstanding shares of Pinfel, Valevan and Agrifran shall be cancelled and the separate existences of Pinfel, Valevan and Agrifran shall terminate and cease.

(b) No new shares of Giufel will be authorized or issued. Ampros owns all of the outstanding shares of each of Giufel, Pinfel, Valevan and Agrifran prior to the merger and will own all of the outstanding shares of Giufel after the merger.

(c) The surviving corporation, Giufel, shall become the transferee and owner of all the rights, privileges, franchises, and property, including, but not limited to all of the real and personal property, both tangible and intangible, chooses in action, of whatsoever nature or description, without further action, deeds, bills of sale, assignments, or other like instruments. However, any such instrument shall be promptly executed by the appropriate officers of Pinfel, Valevan and Agrifran whenever deemed desirable to evidence such transfer, vesting, or devolution of any such property or right.

(d) The surviving corporation shall become subject to all the liabilities, obligations and penalties of Pinfel, Valevan and Agrifran.

6. **Ordinary Course of Business.** Neither Giufel, Pinfel, Valevan nor Agrifran shall, prior to the effective date of the Merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated herein.

7. **Course of Dealing.** No course of dealing between the parties shall be effective to change, modify or discharge any provisions of the Agreement or to constitute a waiver of any default.

8. **Amendments.** This Agreement may be modified or amended only by an instrument in writing executed by the parties.

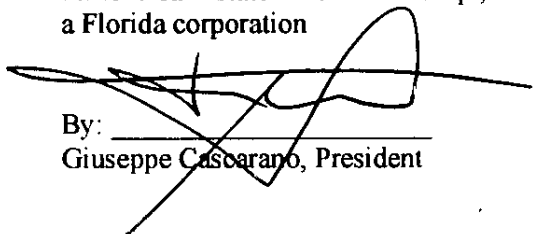
9. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first above written.

Giufel Real Estate Investment Corp.,
a Florida corporation

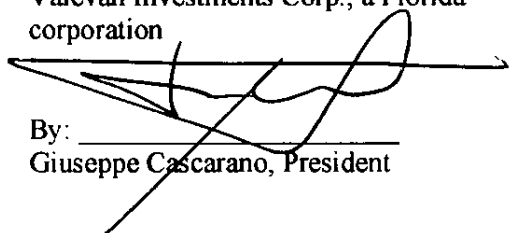
By: _____
Giuseppe Cascarano, President

Pinfel Real Estate Investment Corp.,
a Florida corporation



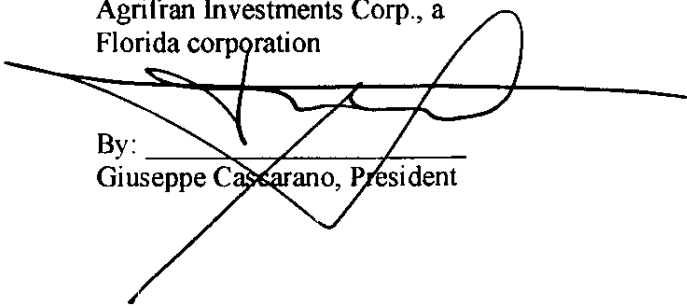
By: _____
Giuseppe Cascarano, President

Valevan Investments Corp., a Florida
corporation



By: _____
Giuseppe Cascarano, President

Agrifran Investments Corp., a
Florida corporation



By: _____
Giuseppe Cascarano, President