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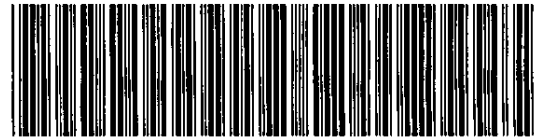
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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11/23/16--01003--018 **70.00

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Merger

NOV 23 2016

I ALBRITTON

NELSON SLOSBERGAS, P.A.

1110 BRICKELL AVENUE

SUITE 310

MIAMI, FLORIDA 33131

E-MAIL ADDRESS nelson@miami-intl-law.com

WEB PAGE www.miami-intl-law.com

NELSON SLOSBERGAS
ATTORNEY AND CIVIL LAW NOTARY

(305) 374-0030
FAX (305) 374-2855

November 7th 2016

Secretary of State
Division of Corporation
2661 Executive Center Circle
Tallahassee, Florida 32301

VIA Federal Express

RE: MERGER

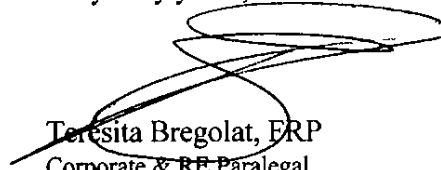
Dear Sir or Madam,

Enclosed please find the Articles of Merger for between MIC and SPM, together with our check in the amount of \$35.00.

I kindly ask that you proceed with filing of the same. Once file, please return the confirmation to our office, in the self addressed stamped envelope enclosed.

Thank you for your attention to this matter.

Very truly yours,



Teresita Bregolat, FRP
Corporate & RE Paralegal

[Direct E-Mail: teri@miami-intl-law.com]

Enclosures (as noted)



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 10, 2016

NELSON SLOSBERGAS, P.A.
% TERESITA BREGOLAT
1110 BRICKELL AVENUE - STE. 310
MIAMI, FL 33131

SUBJECT: SPM DEVELOPMENT CORPORATION
Ref. Number: P06000053291

We have received your document for SPM DEVELOPMENT CORPORATION and check(s) totaling \$35.00. However, your check(s) and document are being returned for the following:

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: 416A00024205

ARTICLES OF MERGER

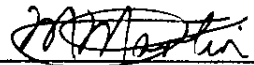
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These Articles of Merger entered into this 30 day of September, 2016 by and between SPM Development Corporation (the "surviving company") and MIC CONSTRUCTION CORP. (the "merging company") WITNESSETH as follows:

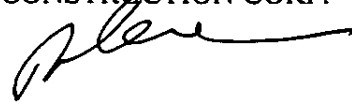
1. The parties hereto do hereby adopt the Plan of Merger a copy of which is annexed hereto.
2. The Articles of Incorporation of the merging company were registered with the Secretary of State on January 14, 2003.
3. The Articles of Incorporation of the surviving company were registered with the Secretary of State on April 13th 2006.
4. The Merger was approved for both Companies by the Resolution of Directors dated the 30 day of September, 2016 and by Resolution of the Members dated the 30 day of September, 2016.

IN WITNESS WHEREOF the parties hereto have caused these Articles of Merger to be executed on this 30 day of September, 2016.


SIGNED and DELIVERED
for and on behalf of MIC
Construction Corp by a duly
authorised director
before me



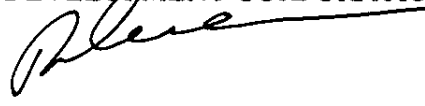
Witness

) MIC CONSTRUCTION CORP.
)
)
) By: 
) Roberto Scherer, President
)
)
)

SIGNED and DELIVERED
for and on behalf of
SPM Development Corporation
by a duly authorised director
before me



Witness

) SPM DEVELOPMENT CORPORATION
)
) By: 
) Roberto Scherer, President
)
)
)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

SPM Development Corporation

Director _____

Roberto Scherer, President

MIC Construction Corp.

Phlee

Roberto Scherer, President

AGREEMENT AND PLAN OF MERGER
OF
MIC CONSTRUCTION CORP.,
a Florida corporation,
and
SPM DEVELOPMENT CORPORATION,
a Florida corporation

THIS AGREEMENT AND PLAN OF MERGER dated as of September ___, 2016 (this "Agreement") is between **MIC CONSTRUCTION CORP.**, a Florida corporation ("MIC"), and **SPM DEVELOPMENT CORPORATION**, a Florida corporation ("SPM"). SPM and MIC are sometimes referred to herein as the "Constituent Corporations".

RECITALS

A. SPM is a corporation duly organized and existing under the laws of the State of Florida and has 5,000 shares, of authorized capital stock all of which have been issued in favor of Diamondway Estates Limited;

B. MIC is a corporation duly organized and existing under the laws of the State of Florida and has 100 shares, of authorized capital stock, all of which have been issued in favor of Diamondway Estates Limited;

C. The parties desire to provide for the terms and conditions upon which MIC will merge into SPM in a statutory merger ("Merger") in accordance with the laws of the State of Florida, upon consummation of which the assets and business of MIC, if any, will be owned by SPM, and all issued and outstanding shares of capital stock of MIC will be cancelled as the shareholder for both MIC and SPM is the same entity;

D. For federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization within the meaning of Sections 368 (a)(1)(A) and 368(a)(2)(D) of the Internal Revenue Code of 1986, as amended ("Code"); and

E. The respective Boards of Directors of SPM and MIC have approved this Agreement and Plan of Merger and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned Directors.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. MERGER

1.1 Merger. In accordance with the provisions of this Agreement and the Florida Business Corporation Act, MIC shall be merged with and into SPM (the "Merger"), the separate existence of MIC shall cease and SPM shall survive the Merger and shall continue to be governed by the laws of the State of Florida (hereinafter referred to in this Agreement as the "Surviving Corporation").

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the directors and shareholders of SPM and MIC in accordance with the requirements of the Florida Statute § 607.1101;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the Secretary of State of the State of Florida.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger".

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of MIC shall cease and SPM, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and MIC's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of MIC, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of MIC in the same manner as if SPM had itself incurred them.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. Upon the effectiveness of the Merger, the Certificate of Incorporation of SPM as in effect immediately prior to the effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the

Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of SPM as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of SPM immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

3. SHARES

3.1 The parties hereby confirm that as of the date of this Agreement and upon the effectiveness of the date of the Merger, all of the assets and liabilities of MIC have been transferred, exchanged, merged into SPM, or cancelled.

3.2 At the Effective Time, by virtue of the Merger and without any action on the part of the shareholder, each issued and outstanding share of SPM shall continue unchanged and remain outstanding as a share of common stock of SPM.

3.3 Notwithstanding any portion of this Agreement to the contrary, the shareholders hereby waives any and all notice, presentment or demand for appraisal rights, if any, under applicable law.

4. REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties of MIC. MIC represents and warrant to SPM that the following facts set forth below are true and correct:

(a) Binding Effect. The execution, delivery, performance and consummation of this Agreement, the Merger and the transactions contemplated hereby will not violate any obligation to which MIC is a party and will not create a default hereunder; and this Agreement constitutes a legal, valid and binding obligation of MIC, enforceable in accordance with its terms, except as the enforcement may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditor's rights generally and by the availability of injunctive relief, specific performance or other equitable remedies.

(b) Litigation Relating to this Agreement. There are no suits, actions or proceedings pending or to the best knowledge of MIC threatened which seek to enjoin the Merger or the transactions contemplated by this Agreement or which, if adversely decided, would have a materially adverse effect on the business, results of operations, assets, prospects, agreement or the results of the operations of MIC.

(c) No Conflicting Agreements. Neither the execution and delivery of this Agreement nor the fulfillment of or compliance by MIC with the terms or provisions hereof nor all other documents or agreements contemplated hereby and the consummation of the transaction contemplated by this Agreement will result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in a violation of, MIC's corporate charter or bylaws or any agreement, contract, instrument, order, judgment or decree to which MIC is a party or by which MIC or any of its assets is bound, or violate any provision of any applicable law, rule or regulation or any order, decree, writ or injunction of any court or government entity which materially affects its assets or business.

(d) Consents. No consent from or approval of any court, governmental entity or any other person is necessary in connection with execution and delivery of this Agreement by MIC and SPM or performance of the obligations of MIC and SPM hereunder or under any other agreement to which MIC or SPM is a party; and the consummation of the transactions contemplated by this Agreement will not require the approval of any entity or person.

(e) Taxes. All returns, reports, statements and other similar filings required to be filed by MIC with respect to any federal, state, local or foreign taxes, assessments, interests, penalties, deficiencies, fees and other governmental charges or impositions have been timely filed with the appropriate governmental agencies in all jurisdiction in which such tax returns and other related filings are required to be filed; all such tax returns properly reflect all liabilities of MIC for taxes for the periods, property or events covered thereby; and all taxes, whether or not reflected on those tax returns, and all taxes claimed to be due from MIC by any taxing authority, have been properly paid. MIC has not received any notice of assessment or proposed assessment in connection with any tax returns, nor is MIC a party to or to the best of its knowledge, expected to become a party to any pending or threatened action or proceeding, assessment or collection of taxes. MIC has not extended or waived the application of any statute of limitations of any jurisdiction regarding the assessment or collection of any taxes. There are no tax liens (other than any lien which arises by operation of law for current taxes not yet due and payable) on any of its assets. There is no basis for any additional assessment of taxes, interest or penalties. MIC has made all deposits required by law to be made with respect to employees' withholding and other employment taxes, including without limitation the portion of such deposits relating to taxes imposed upon MIC. MIC is not and has never been a party to any tax sharing agreements with any other person or entity.

(f) There are no outstanding unpaid promissory notes, mortgages, indentures, deeds of trust, security agreements and other agreements and instruments relating to the borrowing of money by or any extension of credit to MIC, except as previously disclosed to SPM.

(g) There are no outstanding operating agreements, lease agreements or similar agreements by which MIC is bound, except as previous disclosed to SPM.

(h) MIC is not in default of any agreement to which it is a party.

(i) Compliance with Laws. MIC is in compliance with all applicable laws, rules, regulations and orders promulgated by any federal, state or local government body or agency relating to its business and operations. MIC owns all franchises, licenses, permits, easements, rights, applications, filings, registration and other authorizations which are necessary for it to conduct business, all of which are valid and in full force and effect and MIC is in full compliance therewith.

(j) Litigation. To the best knowledge of MIC, there is no suit, action or any arbitration, administrative, legal or other proceeding of any kind or character, or any governmental investigation pending or threatened against MIC, affecting its assets or business (financial or otherwise) and MIC is not in violation of or in default with respect to any judgment, order, decree or other finding of any court or government authority. There are no pending or threatened actions or proceedings before any court, arbitrator or administrative agency, which would, if adversely determined, individually or in the aggregate, materially and adversely affect its assets or business.

(k) Employees. MIC is not in violation of any law, regulation relating to employment of employees.

(l) Knowledge of Adverse Effects. MIC has no knowledge of any existing or threatened occurrence, action or development which could cause a material adverse effect on MIC or its business, assets or condition (financial or otherwise).

(m) Books and Records. The books and records of MIC are complete and accurate in all material respects, fairly present its business and operations, have been maintained in accordance with good business practices, and applicable legal requirements, and accurately reflect in all material respects its business, financial condition and liabilities.

(n) Full Disclosure. All representations or warranties of MIC are true, correct and complete in all material respects to the best of our knowledge on the date hereof and shall be true, correct and complete in all material respects as of the Closing

Date as if they were made on such date. No statement made by MIC herein or in the exhibits hereto or any document delivered by it or on its behalf pursuant to this Agreement contains an untrue statement of material fact or omits to state all material facts necessary to make the statements therein not misleading in any material respect in light of the circumstances in which they were made.

5. GENERAL

5.1 Survival of Representations and Warranties. The representations and warranties made by MIC shall survive this Agreement and the date of Merger.

5.2 Specific Performance. Each party's obligations under this Agreement is unique. If any party should default in its obligations under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, the non-defaulting party, in addition to any other available rights or remedies, may sue in equity for specific performance, and the parties each expressly waive the defense that a remedy in damages will be adequate.

5.3 Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

5.4 Arbitration. In the event a dispute arises with respect to the interpretation or effect of this Agreement or concerning the rights or obligations of the parties hereto, the parties agree to negotiate in good faith with reasonable diligence in an effort to resolve the dispute in a mutually acceptable manner. Failing to reach a resolution thereof, either party shall have the right to submit the dispute to be settled by arbitration under the Rules of Arbitration of the American Arbitration Association. The parties agree that all arbitration shall be conducted in Miami, Florida, unless the parties mutually agree to the contrary. The cost of arbitration shall be borne by the party against whom the award is rendered or, if in the interest of fairness, as allocated in accordance with the judgment of the arbitrators. All awards in arbitration made in good faith and not infected with fraud or other misconduct shall be final and binding.

5.5 Binding effect. This Agreement shall be binding upon and endure to the benefit of the parties and their respective permitted successors and assigns. Each party agrees that it will comply with all applicable laws, rules and regulations in the execution and performance of its obligations under this Agreement.

5.6 Governing Law. This Agreement shall be governed by and construct in

accordance with the laws of the State of Florida without regard to principles of conflicts of law.

5.7 Entire Agreement. This document constitutes a complete and entire agreement among the parties with reference to the subject matters set forth herein. No statement or agreement, oral or written, made prior to or at the execution hereof and no prior course of dealing or practice by either party shall vary or modify the terms set forth herein without the prior consent of the other parties hereto.

5.8 This Agreement may be amended only by a written document signed by the parties.

5.9 Notices. Notices or other communications required to be made in connection with this Agreement shall be delivered to the parties at such address as may be given from time to time.

5.10 Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

5.11 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall constitute one and a single Agreement. Any facsimile signature of any part hereto or to any other agreement or document executed in connection hereof should constitute a legal, valid and binding execution by such parties.

[The remainder of this page has intentionally been left blank. Signature page follows.]

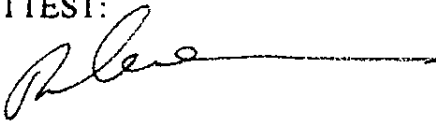
IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the Boards of Directors of both SPM and MIC, is hereby executed on behalf of each of such two corporations and attested by their respective secretary thereunto duly authorized.

SPM DEVELOPMENT CORPORATION

By: 

Roberto Scherer
President

ATTEST:



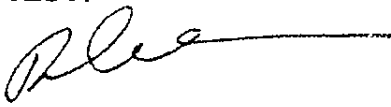
Roberto Scherer
Secretary

MIC GROUP INC

By: 

Roberto Scherer
President

ATTEST:



Roberto Scherer
Secretary