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MERGER OR SHARE EXCHANGE

MESA MULTISERVICES CORP.

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ARTICLES OF MERGER

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF

MEGA PRIME CORPORATION AND MESA MULTISERVICES CORP

PURSUANT TO the provisions of Section 607.1109 of the Florida Statutes, the undersigned hereby certify that:

FIRST: That a Plan of Merger has been entered into as of the 5 day of October, 2006, by and among MEGA PRIME CORPORATION and MESA MULTISERVICES CORP ("Plan of Merger").

SECOND: That the name and state of each of the constituent corporations is MEGA PRIME CORPORATION, a Florida corporation, and MESA MULTISERVICES CORP, a Florida corporation. The Plan of Merger provides for the merger of MEGA PRIME CORPORATION into MESA MULTISERVICES CORP

THIRD: That the name of the surviving company is MESA MULTISERVICES CORP.

FOURTH: That the Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The Plan of Merger was approved by the Board of Directors and Shareholders of MEGA PRIME CORPORATION on the 5 day of October, 2006 and by the Board of Directors and Shareholders of MESA MULTISERVICES CORP on the 5 day of October, 2006.

FIFTH: After the effective date of the merger, the Bylaws of the surviving entity shall be identical to the surviving entity's Bylaws prior to the merger.

SIXTH: That the Plan of Merger is on file at the principal place of business of MESA MULTISERVICES CORP, the surviving entity, the address of which is 17324 SW 138 Ct, Miami, FL 33177.

SEVENTH: That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any corporation made a party thereto.

EIGHTH: The authorized capital stock of MEGA PRIME CORPORATION is 100 common shares, at \$1.00 par value ("Share"). Each Share in MEGA PRIME CORPORATION ("Unit") represents ownership interest in MEGA PRIME CORPORATION. The authorized capital stock of MESA MULTISERVICES CORP is 600 common Shares, at \$1.00 par value. Each Share in MESA MULTISERVICES CORP represents ownership interest in MESA MULTISERVICES CORP. Each common share of MEGA PRIME CORPORATION issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one Share of MESA MULTISERVICES CORP, the Surviving Entity, upon the effective date of the

ARTICLES OF MERGER

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Merger, and each certificate representing shares of MEGA PRIME CORPORATION immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and common shares of the Surviving Entity.

NINTH: That the merger of MEGA PRIME CORPORATION into MESA MULTISERVICES CORP shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Plan of Merger.

IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 5th day of October, 2006.

MEGA PRIME CORPORATION
a Florida corporation

By:

Juan Mesa, Director

MESA MULTISERVICES CORP
a Florida corporation

By:

Juan Mesa, Director

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PLAN OF MERGER

BETWEEN

MEGA PRIME CORPORATION AND MESA MULTISERVICES CORP

THIS PLAN OF MERGER ("Plan") is entered into this 5th day of October 2006 between MEGA PRIME CORPORATION a Florida corporation ("MEGA") and MESA MULTISERVICES CORP a Florida corporation ("MESA").

WITNESSETH

WHEREAS, the Board of Directors of MESA and the Board of Directors of MEGA deem it desirable and in the best business interests of MESA and its stockholders and MEGA and its stockholders that MEGA be merged into MESA upon the terms and subject to the conditions set forth in this Plan.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE I

Merger

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, MEGA shall be merged into MESA, forming one entity, which shall be referred to herein as the "Surviving Entity".

Section 2. Effective Date. Subject to the terms of this Plan, the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Director of the Surviving Entity or, as the case may be Directors of MEGA shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Plan.

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Section 4. Regulations. The Bylaws of MESA in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Bylaws of the Surviving Entity after the Effective Date.

Section 5. Bylaws of MESA. The Bylaws of MESA, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Bylaws of the Surviving Entity.

Section 6. Director(s). The Director(s) of MESA immediately prior to the Effective Date shall constitute the Director (s) of the Surviving Entity after the Effective Date until his or her successor(s) shall have been elected and qualified as provided in the Bylaws of the Surviving Entity and in this Plan.

ARTICLE 2

Cancellation of Shares at the Effective Date

Each share of MEGA issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

ARTICLE 3

Effect of Merger

Section 1. Upon the Effective Date:

a) MEGA and MESA shall become a single entity of which MESA shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be MESA MULTISERVICES CORP. For purposes of the Internal Revenue Code (I.R.C.) as amended in 1986, this transaction shall be deemed to be composed of the following steps:

(b) The separate existence of MEGA shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of MEGA. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to MEGA shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in MEGA shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of MEGA. The Merger shall impair neither the rights of creditors nor any liens upon the property of MEGA.

Section 2. Manner and Basis of Converting Interests. The authorized capital stock of MEGA is 100 common shares, at \$1.00 par value. The authorized capital stock of MESA is 600
PLAN OF MERGER
MESA MULTISERVICES CORP - MEGA PRIME CORPORATION

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common shares, at \$1.00 par value. Each common share in MESA ("Share") represents ownership interest in MESA. Each common share of MEGA issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted into and become one Share of MESA, the Surviving Entity, upon the effective date of the Merger, and each certificate representing shares of MEGA immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and common shares of the Surviving Entity.

ARTICLE 4

Representations and Warranties of

MESA MULTISERVICES CORP

MESA represents and warrants to MEGA as follows:

Due Incorporation, Etc. MESA is a duly organized and validly existing corporation in good standing under the laws of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to MEGA.

ARTICLE 5

Representations and Warranties of

MEGA PRIME CORP

MEGA represents and warrants to MESA as follows:

Due Incorporation, Etc. MEGA is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to MESA.

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Plan shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

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MESA MULTISERVICES CORP – MEGA PRIME CORPORATION

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ARTICLE 7

Directors

Pursuant to Section 607.1101(2)(a) of the Florida Statutes, the name and business address of the Director(s) of MESA MULTISERVICES CORP is as follows:

JUAN MESA
17324 SW
138 CT
MIAMI, FL 33177

ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Associates, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33133 on or before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

Section 2. Entire Understanding. This Plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this Plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Section 4. Termination. At any time prior to the filing of the Articles of Merger with MEGA and MESA, either party may terminate this Plan hereto.

Section 5. Counterparts. This Plan may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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MESA MULTISERVICES CORP - MEGA PRIME CORPORATION

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Section 6. Heading. The headings preceding the text of sections of this Plan are for convenience only and shall not be deemed part of this Plan.

Section 7. Applicable Law. This Plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

MESA MULTISERVICES CORPORATION
a Florida corporation

By: _____

Juan Mesa, Director

MEGA PRIME CORPORATION
a Florida corporation

By: _____

Juan Mesa, Director

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MESA MULTISERVICES CORP - MEGA PRIME CORPORATION