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**MERGER OR SHARE EXCHANGE  
 RENOVALIA ENERGY USA, INC.**

Certificate of Status	0
Certified Copy	1
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*5/20/10*  
*Merger XCE*

**ARTICLES OF MERGER**  
(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)
<u>Renovalia Energy USA, Inc.</u>	<u>Delaware</u>	<u></u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Renovalia Energy USA, Inc.</u>	<u>Florida</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
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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     /    /     (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 May 18, 2010

The Plan of Merger was adopted by the board of directors of the surviving corporation on                      and shareholder approval was not required.

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 May 18, 2010

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on                      and shareholder approval was not required.

(Attach additional sheets if necessary)



**PLAN OF MERGER**  
**(Non Subsidiaries)**

The following plan of merger is submitted in compliance with section 607.1101, 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>
<u>Renovalia Energy USA, Inc.</u>	<u>Delaware</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Renovalia Energy USA, Inc.</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

Please see attached Agreement and Plan of Merger

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:

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

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

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

**PLAN OF MERGER**  
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____

The name and jurisdiction of each subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent 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, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

*(Attach additional sheets if necessary)*

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

**AGREEMENT AND PLAN OF MERGER**  
**BY AND BETWEEN**  
**RENOVALIA ENERGY USA, INC. (a Delaware corporation)**  
**AND**  
**RENOVALIA ENERGY USA, INC. (a Florida corporation)**

This Agreement and Plan of Merger (this "Agreement"), dated as of May 18, 2010, is made and entered into by and between Renovalia Energy USA, Inc., a Delaware corporation ("Renovalia DE") and Renovalia Energy USA, Inc., a Florida corporation ("Renovalia FL"). In consideration of the mutual agreements, covenants and other promises set forth herein, the parties to this Agreement hereby agree as follows:

Section 1. At the effective date of the Merger (the "Effective Date") and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Delaware General Corporation Law ("Delaware Law") and Chapter 607, Florida Statutes ("Florida Law"), Renovalia FL shall be merged with and into Renovalia DE (the "Merger"), the separate corporate existence of Renovalia FL shall cease, and Renovalia DE shall continue as the surviving corporation. Subsequent to the Effective Date, Renovalia FL shall be liquidated and dissolved. The surviving corporation after the Merger is sometimes referred to hereinafter as the "Surviving Corporation."

Section 2. The certificate of incorporation, bylaws, directors, and officers of Renovalia DE immediately prior to the Effective Date shall be the certificate of incorporation, bylaws, directors, and officers of the Surviving Corporation immediately after the Effective Date, each director and officer to hold the office of a director or officer of the Surviving Corporation in accordance with the provisions of Delaware Law and the certificate of incorporation and bylaws of the Surviving Corporation until their successors are duly elected and qualified.

Section 3. At the Effective Date, the effect of the Merger shall be as provided in the applicable provisions of Delaware Law and Florida Law. Without limiting the generality of the foregoing and subject thereto, at the Effective Date, all the property, rights, privileges, powers and franchises of Renovalia FL and Renovalia DE shall vest in the Surviving Corporation, and all debts, liabilities and duties of Renovalia FL and Renovalia DE shall become the debts, liabilities and duties of the Surviving Corporation.

Section 4. As of the Effective Date, by virtue of the Merger and without any action on the part of Renovalia FL, Renovalia DE or any holder of shares of Renovalia FL or Renovalia DE, and subject to Section 5:

- (a) Renovalia FL Common Stock. Each share of common stock, par value \$1.00 per share, of Renovalia FL ("Renovalia FL Common Stock") issued and outstanding immediately prior to the Effective Date shall be converted into and exchanged for one fully paid and nonassessable share of common stock, \$0.001 par value, of the Surviving Corporation ("Surviving Corporation Common Stock"). No fractional shares of the Surviving Corporation Common Stock shall be issued, but in lieu



thereof, each holder of shares of Renovalia FL Common Stock who would otherwise be entitled to receive a fraction of a share of the Surviving Corporation Common Stock (after aggregating all such shares of Surviving Corporation Common Stock to which such holder is entitled) shall receive from the Surviving Corporation an amount of cash equal to the fair market value of a share of the Surviving Corporation Common Stock (as determined in good faith by the Board of Directors of the Surviving Corporation) multiplied by the fraction of the share of the Surviving Corporation Common Stock to which such holder would otherwise be entitled.

- (b) Renovalia DE Common Stock. Each share of common stock, \$0.001 par value, of Renovalia DE issued and outstanding immediately prior to the Effective Date shall be canceled and returned to the status of authorized but unissued shares.

Section 5. After the Effective Date, each holder of an outstanding certificate representing shares of Renovalia FL Common Stock may, at such shareholder's option, surrender the same for cancellation to the Secretary of Renovalia DE as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Renovalia FL Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation Common Stock into which such shares of Renovalia FL Common Stock were converted in the Merger. The registered owner of any such outstanding certificate on the books and records of the Surviving Corporation or the Exchange Agent, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, shall have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions, if any, upon the shares of Surviving Corporation Common Stock represented by such outstanding certificate as provided above. Each certificate representing Surviving Corporation Common Stock so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Renovalia FL so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

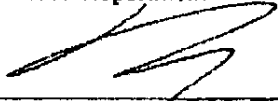
Section 6. Renovalia FL shall from time to time, as and when requested by Renovalia DE, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

Section 7. The Effective Date of the Merger shall be May 19, 2010 at 12:01 a.m. Eastern Standard Time.

Section 8. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**RENOVALIA ENERGY USA, INC.,**  
a Delaware corporation:

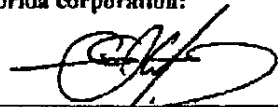


By: R. Randall MacBwen  
Title: Chief Executive Officer



By: Fernando Schwartz  
Title: Secretary

**RENOVALIA ENERGY USA, INC.,**  
a Florida corporation:



By: Juan Domingo Ortega Martinez  
Title: Secretary