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MERGER OR SHARE EXCHANGE

Northwind Development

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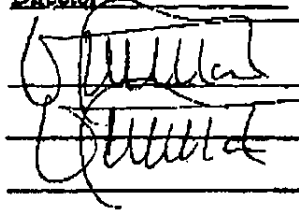
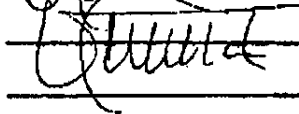
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Northwind Development Inc

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Seventh: **SIGNATURES FOR EACH CORPORATION****Name of Corporation****Signature of an Officer or  
Director****Typed or Printed Name of Individual & Title**Northwind Development I, Inc.Jorge Tubella Codina, PresidentNorthwind Development, Inc.Jorge Tubella Codina, President

**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:

NameJurisdictionNorthwind Development I, Inc.New York

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

NameJurisdictionNorthwind Development, Inc.Florida

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

See attached.

**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:

The certificate of incorporation of the surviving corporation is amended as follows.

The name of the corporation is changed to Northwind Development, Inc.

To accomplish the foregoing amendment, article FIRST of the certificate of incorporation of the corporation, relating to the name of the corporation is hereby amended to read as follows:

FIRST: The name of the Corporation is Northwind Development, Inc.

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:

***See attached.***

**AGREEMENT OF MERGER**

**AGREEMENT OF MERGER** (this "Agreement") is entered into as of this 13<sup>th</sup> day of December, 2006, by and between **NORTHWIND DEVELOPMENT I, INC.**, a New York corporation (the "Surviving Corporation") and **NORTHWIND DEVELOPMENT, INC.**, a Florida corporation (the "Non-Surviving Corporation").

**WITNESSETH:**

**WHEREAS**, the Non-Surviving Corporation and the Surviving Corporation share common ownership; and

**WHEREAS**, the parties deem it advisable and in their respective best interests to merge with one another in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, each of the stockholders of the Surviving Corporation and the Non-Surviving Corporation (collectively, the "Constituent Corporations") have authorized and approved the merger of the Constituent Corporations in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein set forth, the parties hereby agree as follows:

1. **The Merger.** As promptly as practicable after the date hereof, and in accordance with the applicable provisions of the New York Business Corporation Law ("New York Law") and the Florida Business Corporation Act ("Florida Law", and collectively with New York Law, "Applicable Law"), the Non-Surviving Corporation shall be merged with and into the Surviving Corporation (the "Merger") through the filing with the appropriate Secretary of State offices of Articles of Merger (in the case of Florida) and a Certificate of a Merger (in the case of New York) carrying forth the terms of this Agreement, and pursuant to which the Surviving Corporation will be the surviving corporation of the Merger. Upon the filing of such Articles of Merger and Certificate of Merger, the separate existence of the Non-Surviving Corporation shall cease, and the Surviving Corporation shall continue its existence under New York Law.

2. **Effect of the Merger.** Upon the filing of the Articles of Merger and Certificate of Merger pursuant to Section 1 above, (a) the Surviving Corporation shall own and possess all assets and property of every kind and description, and every interest therein, wherever located, and all rights, privileges, immunities, powers, franchises and authority of a public as well as of a private nature, of each of the Constituent Corporations, and shall own and possess all obligations owed, belonging or due to each of the Constituent Corporations, all of which shall be vested in the Surviving Corporation pursuant to Applicable Law without further act or deed, and (b) the Surviving Corporation shall be liable for all claims, liabilities and obligations of the Constituent Corporations, all of which shall become and remain the obligations of the Surviving Corporation pursuant to Applicable Law without further act or deed.

3. **Incorporation; Bylaws; Name.** Upon the filing of the Articles of Merger and Certificate of Merger pursuant to Section 1 above, the Articles of Incorporation shall be amended

to change the name of the Surviving Corporation to "Northwind Development, Inc." and shall continue to constitute the Articles of Incorporation of the Surviving Corporation after giving effect to the Merger. Upon the filing of the Articles of Merger and Certificate of Merger pursuant to Section 1 above, the Bylaws of the Surviving Corporation shall remain in full force and effect, and shall continue to constitute the Bylaws of the Surviving Corporation after giving effect to the Merger.

4. Status and Conversion of Capital Stock. Immediately prior to the effectiveness of the Merger, (a) the authorized capital stock of the Non-Surviving Corporation consists of 1,000 shares of common stock, \$.01 par value per share (the "Non-Surviving Common Stock") and the outstanding capital stock of the Non-Surviving Corporation consists of 500 shares of Non-Surviving Common Stock and (b) the authorized capital stock of the Surviving Corporation consists of 1,000 shares of common stock, \$.01 par value per share (the "Surviving Common Stock") and the outstanding capital stock of the Surviving Corporation consists of 500 shares of Surviving Common Stock. Upon the effectiveness of the Merger, (a) the Non-Surviving Common Stock issued and outstanding immediately prior to the effectiveness of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Surviving Common Stock and (b) each share of Surviving Common Stock outstanding immediately prior to the effectiveness of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and extinguished, without requirement of the issuance or payment of any other interest, property or other consideration of any kind to the holder thereof.

5. Stockholder Vote. The only vote of the holders of any class or series of capital stock of each Constituent Corporation necessary to approve this Agreement and the Merger is the affirmative vote of the holders of a majority of the outstanding shares of Non-Surviving Common Stock and Surviving Common Stock, respectively, in favor of the approval and adoption of this Agreement.

6. Tax-Free Reorganization. The Constituent Corporations intend that the Merger should not give rise to any adverse federal and state tax consequences to the parties, and the Constituent Corporations shall report the transactions hereunder so as to give effect to such intention.

7. Amendment. This Agreement may be amended or modified by written agreement signed by both of the Constituent Corporations. The Merger may be abandoned at any time prior to the filing of the Articles of Merger and Certificate of Merger pursuant to Section 1 above, by written agreement of the Constituent Corporations.

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IN WITNESS WHEREOF, the Surviving Corporation and the Non-Surviving Corporation have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NORTHWIND DEVELOPMENT I,  
INC., a New York corporation

By: 

Jorge Tubella Codina, President

NORTHWIND DEVELOPMENT, INC.,  
a Florida corporation

By: 

Jorge Tubella Codina, President