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Account Name : LAW OFFICES OF DELIMA GOLDMAN & GOLDMAN  
Account Number : I20060000147  
Phone : (305)446-6460  
Fax Number : (305)446-7502

**MERGER OR SHARE EXCHANGE**

**LYMO CORP.**

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*Merger*

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ARTICLES OF MERGER  
OF  
INVERSIONES SANTA ROSA, S.A.,  
a Panamanian corporation

INTO

LYMO CORP.,  
a Florida corporation

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act and pursuant to the provisions of Section 607.1105 of the Florida Statutes. INVERSIONES SANTA ROSA, S.A., a Panamanian corporation, and LYMO CORP., a Florida corporation, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

- a. INVERSIONES SANTA ROSA, S.A., a Panamanian corporation (the "Merging Corporation"); and
- b. LYMO CORP., a Florida corporation ("the Surviving Entity").

2. The Merging Corporation is hereby merged with and into the Surviving Entity and the separate existence of the Merging Corporation shall cease. The Surviving Entity is the surviving entity in the merger. A copy of the Agreement and Plan of Merger

is attached hereto as Exhibit "A" and made a part hereof by reference as if fully set forth herein.

3. The Agreement and Plan of Merger was unanimously and duly adopted by the shareholders of the Merging Corporation by unanimous written consent of even date herewith, in accordance with the applicable laws of Panama.

4. The Agreement and Plan of Merger was approved by the Surviving Entity and duly adopted by the shareholders of the Surviving Entity by written consent of even date herewith, in accordance with the applicable laws of the State of Florida. The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida in accordance with the provisions of Section 607.1105 of the Florida Statutes.

The Surviving Entity agrees to promptly pay to the dissenting shareholders of the Merging Corporation, the amount, if any, to which they are entitled under Florida Statutes Section 607.1102. There are no dissenting shareholders of the Merging Corporation, and there are no dissenting shareholders of the Surviving Entity.

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The parties have caused these Articles of Merger to be  
executed this 1<sup>ST</sup> day of February, 2007.

MERGING CORPORATION:

INVERSIONES SANTA ROSA, S.A.,  
a Panamanian corporation

By: [Signature]  
Name: ENIL ARTURO DELVALLE  
Title: President

SURVIVING ENTITY:

LXMO CORP., a Florida corporation

By: [Signature]  
Name: Lydia Montiel  
Title: President

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EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement" is made and entered into as of the 15<sup>th</sup> day of February, 2007, by and among the corporation identified as the Merging Corporation on the signature page hereof (the "Merging Corporation") and the corporation identified as the Surviving Entity on the signature page hereof (the "Surviving Entity").

WITNESSETH:

WHEREAS, the Surviving Entity will remain organized for the purpose of continuing the business of the Merging Corporation subsequent to the Merger contemplated hereby and is a for-profit corporation duly organized and existing under and by virtue of the laws of the State of Florida;

WHEREAS, the shareholders of the Merging Corporation are also the shareholders of the Surviving Entity;

WHEREAS, no additional property is being issued to the shareholders of the Merging Corporation pursuant to the Merger, as said shareholders will continue to maintain a 100 percent ownership interest in the Surviving Entity;

WHEREAS, pursuant to duly unanimous consent of the shareholders, the Merging Corporation and the Surviving Entity

have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law; and

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Corporation and the Surviving Entity hereby agree as follows:

1. MERGER. The Merging Corporation and the Surviving Entity agree that the Merging Corporation shall be merged with and into the Surviving Entity, as a single and Surviving Entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity.

2. SURVIVING ENTITY At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a for-profit corporation under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Corporation shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

3. CHARTER DOCUMENTS. As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

(a) Certificate of Formation. The Articles of Incorporation of the Surviving Entity shall continue as the Articles of Incorporation of the Surviving Entity.

(b) Bylaws. The Bylaws of the Surviving Entity shall continue as the Bylaws of the Surviving Entity.

4. MANNER AND BASIS OF CONVERTING SHARES. At the Effective Time, (i) all of the issued and outstanding shares of the Merging Corporation shall be surrendered to the Surviving Entity and canceled, and no shares of the Surviving Entity or other property will be issued in exchange therefor, and (ii) all of the outstanding shares of the Surviving Entity shall remain outstanding, and the current shareholders of the Surviving Entity shall continue to own the same number of shares of the Surviving Entity, and in the same proportions, as they did prior to the Effective Time.

5. APPROVAL. The Merger contemplated by this Agreement has previously been submitted to and approved by the respective shareholders of the Merging Corporation and the Surviving Entity. The proper officers of the Merging Corporation and the Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. EFFECTIVE TIME OF MERGER. The Merger shall be effective at the time specified in the Articles of Merger and the Certificate of Merger with respect to the Merger with the Office of the Secretary of State of Florida, or if no such time is specified, at the time of filing such documents (the "Effective Time").

7. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Corporation and the shareholders of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) Complete Agreement. This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be



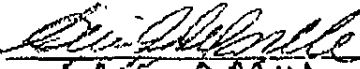
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deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, INVERSIONES SANTA ROSA, S.A., a Panamanian corporation, which is the Merging Corporation, and LYMO CORP., a Florida corporation, which is the Surviving Entity, have caused this Agreement to be entered into as of the date first above written.

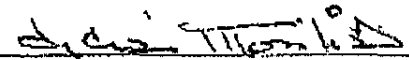
MERGING CORPORATION:

INVERSIONES SANTA ROSA, S.A.,  
a Panamanian corporation

By:   
Name: ERIC ARTURO DELVALLE  
Title: PRESIDENT

SURVIVING ENTITY:

LYMO CORP., a Florida corporation

By:   
Name: Lydia Montiel  
Title: President

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