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*Merger
Theelis
11-25-08*

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Indequipos Corporation
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

John W. Wood
(Contact Person)

Attorney at Law
(Firm/Company)

6525 Washington Ave., Suite 400
(Address)

Houston, Texas 77007
(City/State and Zip Code)

For further information concerning this matter, please call:

John W. Wood At (713) 529-7373
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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>Indequipos Corporation</u>	<u>Texas</u>	<u>800978022</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Indequipos Corporation</u>	<u>Florida</u>	<u>P01000044643</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 November 1, 2008

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 November 1, 2008

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)

**AGREEMENT
AND
PLAN OF MERGER**

This Agreement and Plan of Merger (this "Agreement") dated as of November 1, 2008, by and between INDEQUIPOS Corporation, a Texas corporation ("Indequipos TX"), and INDEQUIPOS Corporation, a Florida corporation ("Indequipos FL"). Indequipos TX and Indequipos FL are hereinafter collectively referred to as the "Constituent Corporations."

RECITALS

1. The Boards of Directors of each of the Constituent Corporations deems it advisable for the general welfare of its Constituent Corporation and its shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement and the applicable laws of the State of Texas and the State of Florida.

2. The Constituent Corporations desire to adopt this Agreement as a plan of corporate reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended or superseded.

NOW THEREFORE, the Constituent Corporations agree that Indequipos FL shall be merged with and into Indequipos TX as the surviving corporation in accordance with the applicable laws of the State of Texas and the State of Florida, that the name of the surviving corporation shall continue to be INDEQUIPOS Corporation (which in its capacity as surviving corporation is hereinafter called the "Surviving Corporation"), and that the terms and conditions of the merger (the "Merger") and the mode of carrying it into effect shall be as follows:

**ARTICLE I
THE MERGER**

1.1 The Merger.

(a) On the Effective Date (as defined in Section 1.3 hereof) and subject to the terms and conditions of this Agreement, Indequipos FL shall be merged into Indequipos TX and the separate existence of Indequipos FL shall thereupon cease, in accordance with the applicable provisions of the Texas Business Organizations Code (the "TBOC") and the Florida Business Corporation Act (the "FBCA").

(b) The Surviving Corporation will continue to be governed by the laws of the State of Texas, and the separate corporate existence of Indequipos TX and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the TBOC, will continue unaffected by the Merger.

(c) The Merger will have the effects specified by the TBOC and the FBCA.

1.2 Merger Conditions. The Merger provided shall become effective upon the completion of the following:

(a) Adoption of this Agreement by the shareholders of Indequipos TX pursuant to the TBOC and by the shareholders of Indequipos FL pursuant to the FBCA.

(b) Execution and filing of the Certificate of Merger required by Section 10.151 of the TBOC with the Secretary of State of the State of Texas in accordance with the TBOC.

(c) Execution and filing of the Articles of Merger required by Section 607.1105 of the FBCA with the Secretary of State of the State of Florida in accordance with the FBCA.

1.3 Effective Date. The Constituent Corporation shall agree upon the date (the "Effective Date") on which the Certificate of Merger shall be filed with the Secretary of State of the State of Texas and the Articles of Merger with the Secretary of State of the State of Florida, but such filings shall take place with reasonable promptness after the approval of this Agreement by the shareholders of the Constituent Corporations.

ARTICLE II THE SURVIVING CORPORATION

2.1 Certificate of Formation. The Certificate of Formation of Indequipos TX as in effect immediately prior to the Effective Date shall be the Certificate of Formation of the Surviving Corporation after the Effective Date.

2.2 By-Laws. The By-Laws of Indequipos TX as in effect immediately prior to the Effective Date shall be the By-Laws of the Surviving Corporation after the Effective Date.

2.3 Board of Directors. From and after the Effective Date, the Board of Directors of Indequipos TX shall be the Board of Directors of the Surviving Corporation.

ARTICLE III CONVERSION OF SHARES

3.1 Conversion of Shares of Indequipos FL in the Merger. Pursuant to this Agreement, on the Effective Date, by virtue of the Merger and without any action on the part of any holder of any capital stock of Indequipos FL, all issued and outstanding shares of common stock, without par value, of Indequipos FL ("Indequipos FL Common Stock") shall be converted into, and become exchangeable for, the number of shares of validly issued, fully paid and nonassessable common stock, \$1.00 par value, of Indequipos TX ("Indequipos TX Common Stock").

3.2 Status of Shares of Indequipos TX. On the Effective Date, by virtue of the Merger and without any action on the part of any holder of any Indequipos TX Common Stock, each issued and outstanding share of Indequipos TX Common Stock shall continue unchanged and remain outstanding as a share of common stock of the Surviving Corporation.

3.3 Exchange of Indequipos FL Common Stock Certificates.

(a) At or prior to the Effective Date, Indequipos TX shall make available to John W. Wood (the "Exchange Agent") the certificates representing shares of Indequipos TX Common Stock required to effect the exchange referred to in Section 3.3(b) below.

(b) From and after the Effective Date, each holder of a certificate which immediately prior to the Effective Date represented outstanding shares of Indequipos FL Common Stock, shall be entitled to receive in exchange therefor, upon surrender thereof to the Exchange Agent, a certificate or certificates representing the number of whole shares of Indequipos TX Common Stock into which such holder's shares of Indequipos FL Common Stock were converted pursuant to Section 3.1 hereof.

(c) As soon as practicable after the Effective Date, the Exchange Agent shall mail to each holder of record of a certificate or certificates that immediately prior to the Effective Date represented outstanding shares of Indequipos FL Common Stock (collectively, the "Indequipos FL Certificates") instructions for use in effecting the surrender of Indequipos FL Certificates in exchange for certificates representing shares of Indequipos TX Common Stock. Upon surrender of Indequipos FL Certificates for cancellation to the Exchange Agent, together with a duly executed letter of transmittal and such other documents as the Exchange Agent shall require, the holder of such Indequipos FL Certificates shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of Indequipos TX Common Stock into which the shares of Indequipos FL Common Stock theretofore represented by Indequipos FL Certificates so surrendered shall have been converted pursuant to the provisions of Section 3.1 hereof, and Indequipos FL Certificates so surrendered shall forthwith be cancelled.

3.4 Closing of Transfer Books. From and after the Effective Date, the stock transfer book of Indequipos FL shall be closed and no transfer of shares of Indequipos FL Common Stock shall thereafter be made.

ARTICLE IV SHAREHOLDER APPROVAL

This Agreement shall be submitted to the shareholders of the Constituent Corporations as provided by the applicable laws of the State of Texas and the State of Florida, for their respective approvals and adoption of this Agreement.

**ARTICLE V
TERMINATION AND AMENDMENT**

5.1 Termination. This Agreement may be terminated (notwithstanding approval by the shareholders of either Constituent Corporation):

(a) By the mutual consent in writing of the Boards of Directors of the Constituent Corporations.

(b) By the Board of Directors of Indequipos FL if the shareholders of Indequipos FL fail to approve the Merger on or before November 15, 2008.

(c) By the Board of Directors of Indequipos TX if the shareholders of Indequipos TX fail to approve the Merger on or before November 15, 2008.

(d) By the Board of Directors of either Constituent Corporation if the Effective Date has not occurred by December 1, 2008.

5.2 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Constituent Corporations.

5.3 Waiver. At any time before the Effective Date, the Constituent Corporations may (a) extend the date for the performance of any of the obligations or other acts of any Constituent Corporation, (b) waive any inaccuracies contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Constituent Corporation to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such Constituent Corporation.

5.4 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person or sent by confirmed facsimile, or when received if given by Federal Express or other nationally recognized overnight courier service, or five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable Constituent Corporation as follows:

Indequipos Corporation (Texas)
22503 Katy Freeway
Suite 15
Katy, Texas 77450

Indequipos Corporation (Florida)
8200 NW 27th Street
Suite 108
Miami, Florida 33122

5.5 Entire Agreement. This Agreement constitutes the entire agreement between the Constituent Corporations and shall be binding upon and inure to the benefit of the Constituent Corporations and their respective legal representatives, successors and permitted assigns. The Constituent Corporations and their respective affiliates make no representations or warranties to each other, and any and all prior representations and statements made by any Constituent Corporation or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement, it being intended that no such representations or statements shall survive the execution and delivery of this Agreement.

5.6 Non-Waiver. The failure in any one or more instances of a Constituent Corporation to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said Constituent Corporation of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Constituent Corporation.

5.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

5.8 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

5.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

5.10 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the Constituent Corporations and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Constituent Corporations and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

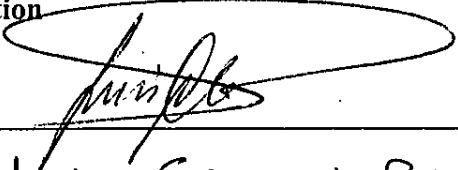
5.11 Assignability. This Agreement shall not be assignable by either Constituent Corporation without the prior written consent of the other Constituent Corporation (which consent shall not be unreasonably withheld), except that Smart Choices may assign this Agreement to a wholly-owned subsidiary of Smart Choices, but such assignment shall not relieve Smart Choices of any of its liabilities hereunder.

5.12 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

[Signatures on the Next Page].

IN WITNESS WHEREOF, the Constituent Corporations have executed this Agreement on the date first above written.

INDEQUIPOS CORPORATION, a Texas corporation

By:  _____

Name: LUIS GERMAN BUSTAMANTE

Title: PRESIDENT

INDEQUIPOS CORPORATION, a Florida corporation

By:  _____

Name: CLAUDIA RAMIREZ

Title: VICE PRESIDENT