



SALES OF SOUTH FLORIDA

P96000092451

February 03, 1997

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-03/07/97-01004--020
*****85.00 *****85.00

Mr. David Mann, Division Director
Division of Corporations
Office of the Secretary of State - Florida
409 E. Gaines Street
Tallahassee, Fl. 32399

FEDERAL EXPRESS AIRBILL NO. 1021576441

RE: Mack Sales of South Florida, L.C.
("MSSF") - Triple Merger

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 FEB - 6 PM 1:47

Dear Mr. mann:

If you will recall back in September, we addressed the problem of merging MSSF, a Florida Limited Liability Company formed under Chapter 608 with a Florida profit corporation under Chapter 607. We discussed several possible scenarios, since Florida does not possess legislation permitting such mergers. In conclusion, we agreed that going out of Florida and merging into an L.C. in a State allowing such mergers, would be the only practical alternative to dissolution. Consequently, once the latter was effectuated, you would be able to document our file with the final merger back into Florida.

I am pleased to inform you that we have now arrived at the final leg of our merger journey. To that end, I enclose copies and/or originals of the applicable documents, together with a brief summary and description.

1. Original Certificate of Merger from the State of Texas, Secretary of State, effective January 3, 1997 by and between Mack Sales of South Florida, L.C. with Mack Florida Sales LLC, a Texas Limited Liability Company.

a) The above left the Texas LLC as the surviving company.

merger
SP 2/6/97

FILING 70
R. AGENT _____
CHRT. COPY _____
CUS 8.75
OVERPAYMENT 6.25
TOTAL 85

6801 N.W. 74TH AVE.
MIAMI, FL 33168
305/883-8508
FAX 305/883-0748

1490 N.W. 22ND ST.
POMPANO BEACH, FL 33069
954/984-9494
FAX 954/984-9493

7151 INDUSTRIAL DR. SOUTH
RIVIERA BEACH, FL 33404
561/842-6225
FAX 561/883-8836

ARTICLES OF MERGER
Merger Sheet

MERGING:

SOUTH FLORIDA MACK SALES COMPANY, a Texas corporation not qualified
to transact business in the State of Florida,

INTO

MACK SALES OF SOUTH FLORIDA, INC., a Florida corporation,
P96000092451

File date: February 6, 1997

Corporate Specialist: Susan Payne

Mr. David Mann
February 03, 1997
Page 2

2. Original Certificate of Merger from the State of Texas, Secretary of State, effective January 23, 1997 by and between Mack Florida Sales, LLC, a Texas Limited Liability Company and South Florida Mack Sales Company, a Texas Corporation.

a) The above left the Texas Corporation as the survivor.

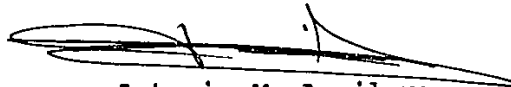
3. Original Articles of Merger and Agreement and Plan of Merger dated January 056, 1997 by and between South Florida Mack Sales Company, a Texas Company and Mack Sales of South Florida, Inc.

a) The above now forms the final link in the chain back home. Here, the Florida for profit corporation will be the survivor.

4. Our check no. 2314 payable to the Secretary of State in the sum of \$85.00. The latter includes a certificate fee.

Please have the above included in our Mack Sales of South Florida, L.C. "history file". I thank you very much for your cooperation and assistance in this matter.

Respectfully submitted,



Antonio M. Aguilera

ENCLOSURES

ARTICLES OF MERGER
(Pursuant to Sec. 607.214, et. seq. of
Florida General Corporation Act)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

97 FEB -6 PM 1:47

1. The undersigned corporations, being validly and legally formed under the laws of the States of Florida and Texas; respectively, have adopted a Plan of Merger.
2. The name of the surviving corporation is MACK SALES OF SOUTH FLORIDA, INC.
3. The Plan of Merger of the undersigned corporations was adopted pursuant to Sections 607.214 and 607.221 of the Florida Statutes.
4. The Plan of Merger will become effective upon the filing of these Articles of Merger with the Secretary of State.
5. No changes in the Articles of Incorporation of the surviving corporation have been made.
6. The Plan of Merger was adopted by the unanimous vote of the Stockholders of MACK SALES OF SOUTH FLORIDA, INC., a Florida Corporation.
7. The Plan of Merger was adopted by the unanimous vote of the Stockholders of SOUTH FLORIDA MACK SALES COMPANY, a Texas Corporation.
8. The Plan of Merger as set forth in the Agreement and Plan of Merger as recommended by the Board of Directors of each of the corporations and approved by the unanimous vote of all the Stockholders of each company entitled to vote and executed by the authorized officers of each corporation is set forth as follows:

SEE ATTACHED EXHIBIT "A"
(PLAN AND AGREEMENT OF MERGER)

The Plan of Merger was authorized by all actions required by the laws under which each entity was incorporated or organized and its constituent documents. Said Plan of Merger calls for an exchange of the issued shares and the same shall be effected in accordance with Exhibit "A".

DATED: JANUARY 06, 1997.

MACK SALES OF SOUTH FLORIDA, INC.

By: [Signature]
ALFREDO A. PERNAS, President

ATTEST:

[Signature]
FRANCISCO BLANCO, Secretary

(SEAL)

SOUTH FLORIDA MACK SALES COMPANY

By: [Signature]
ALFREDO A. PERNAS, President

ATTEST:

[Signature]
FRANCISCO BLANCO, Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, on January 06, 1997 personally appeared Alfredo A. Pernas and Francisco Blanco as President and Secretary respectively of Mack Sales of South Florida, Inc., a Florida Corporation and South Florida Mack Sales Company, a Texas corporation and they, being first duly sworn by me under oath, say that the facts alleged in the foregoing instrument are true. Further, they presented Florida Driver's Licenses as identification and took oaths.

[Signature]
NOTARY PUBLIC

My Commission Expires:

OFFICIAL NOTARY SEAL
NORMA SAIZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC584930
MY COMMISSION EXP. SEPT 27, 2000

"EXHIBIT A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT FOR MERGER (Agreement) is dated JANUARY 06, 1997, by and between SOUTH FLORIDA MACK SALES COMPANY, a Texas corporation (South-TX) and MACK SALES OF SOUTH FLORIDA, INC., a Florida corporation (Mack-FL).

W I T N E S S:

WHEREAS, South-TX and Mack-FL are companies which desire to enter into this Agreement and Plan of Merger (Agreement) and intend to qualify as a tax-free exchange, pursuant to section 368(a)(1)(A) of the Internal Revenue Code, and form a new company;

NOW, THEREFORE, in consideration of the mutual covenants and Agreements, the parties agree as follows:

1. Merger. South-TX will merge with and into Mack-FL in accordance with the laws of Florida and this Agreement.
2. Name. The name of the surviving company shall be MACK SALES OF SOUTH FLORIDA, INC. (Mack-FL). The existence of South-TX shall be merged into Mack-FL, whose existence, as the surviving company, shall remain unimpaired. The corporate existence of South-TX shall cease when they merge into Mack-FL.
3. Effective Date of Merger. The merger shall become effective FEBRUARY 06, 1997 at 6:00 p.m. or on the day on which the following have been completed, whichever last occurs (the "effective date"):
 - a. This Agreement has been approved by the Board of Directors and Stockholders of South-TX and the Board of Directors and Stockholders of Mack-FL in accordance with the laws of Florida, and the action has been certified by the Secretary or Assistant Secretary of South-TX and Mack-FL.
 - b. Articles of Merger have been signed and filed according to Florida law and a Certificate of Merger has been issued by the Secretary of State;
 - c. All conditions precedent to each party's duties of performance under this Agreement exist or have occurred, unless waived in writing; and
 - d. No event giving either party the right to terminate this Agreement has occurred.
4. Articles of Incorporation. On the effective date, the Articles of Incorporation of Mack-FL shall become the Articles of Incorporation of the surviving company.
5. Directors. The Directors of the surviving company who shall serve until their successors are elected and qualified at the

next annual meeting of the Stockholders of Mack-FL shall be: Alfredo A. Pernas.

6. Officers. On the effective date, the initial officers of the surviving company shall be the following:

Office

Name

President Alfredo A. Pernas

Vice-President, Secretary, & Treasurer . Francisco Blanco

7. Future Operations. The parties presently intend, subject to the changes as the Directors of the surviving company in their judgment may deem appropriate, that after the effective date:
- The business presently conducted by South-TX and Mack-FL, shall continue in substantially its present form and, to the extent practicable, be operated and conducted as a division of the surviving company;
 - The officers and staff of the companies shall continue to act in their present capacities in conducting the business of the companies; and
 - The headquarters and principal office of the surviving company shall continue to be located at 6801 N.W. 74th Avenue, Miami, Florida.
8. Corversion / Exchange of Shares. Each share of the \$1.00 par value common of South-TX issued and outstanding or the subscription rights thereto, on the ffective date of the merger, shall be converted into the same number of shares with the same par value of the common stock of Mack-FL; which shares of common stock of Mack-FL shall thereupon be issued and outstanding.
9. Merger of Interests, Assumption of Liabilities. At the Effective Date, South-TX and Mack-FL shall be deemed merged as provided by Statute. All rights, privileges, immunities, powers and franchises of a public or private nature, and all property, real, personal or mixed, of South-TX shall be taken and deemed to be transferred, and shall be vested in the surviving company without further act or deed; but the surviving company shall thenceforth be liable for all debts, liabilities, obligations, duties and penalties of South-TX and Mack-FL. Further, all such debts, liabilities, obligations, duties and penalties shall thenceforth attach to the surviving company and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties and penalties had been incurred or contracted by the surviving company. When requested by the surviving company, South-TX shall execute and deliver all deeds and other instruments deemed by the surviving company to be necessary in order to vest the surviving Florida corporation

with title to and possession of all rights and property of South-TX.

10. Representations and Warranties.

(a) South-TX and Mack-FL are organized and in good standing under the laws of the State of Texas and Florida respectively.

(b) The signing of this Agreement by South-TX and Mack-FL and the consummation of the transactions contemplated by this Agreement have been approved by their Board of Directors, subject to approval by their Stockholders. On approval by their Stockholders in accordance with law, no further corporate action is necessary to make this agreement valid and binding upon the parties. The signing of this agreement and the consummation of the transactions contemplated by this agreement do not violate any provisions of Articles of Incorporation, notes or other Agreements or documents to which the undersigned are parties.

11. South-TX and Mack-FL promise to each other as follows:

(a) Approval. South-TX and Mack-FL will submit and recommend the merger of South-TX into Mack-FL to their respective Stockholders.

(b) Information. Each party will afford the officers and authorized representatives of the others access to its offices, bank properties, books and records and will furnish the others with such additional information as the others may reasonably request to thoroughly evaluate each party's business, assets, operations and financial condition.

(c) Confidentiality. Each party will use its best efforts to keep confidential all confidential information obtained by it from the others and will not use the information in a manner detrimental to the others.

(d) Preservation of Business. Each party will use its best efforts to preserve its business organization intact and to preserve its goodwill with its suppliers, customers and others having business relations with it.

12. South-TX and Mack-FL shall not, without the prior written consent of the others:

(a) Issue or redeem, buy or sell, grant options to buy, or agree to so act with respect to any stock.

(b) Declare or pay any dividend on outstanding stock or effect any stock split or recapitalization;

(c) Make any material increase in the compensation or change the nature or terms of employment of any director, officer or chief executive officer.

(d) Materially change the nature of its business operations.

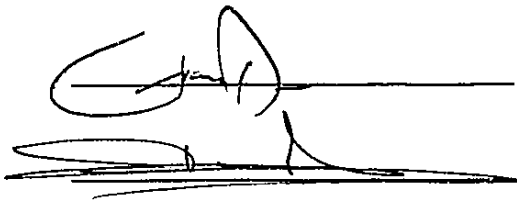
13. Notices. Any notice of request to be given under this Agreement by one party to another other shall be in writing and shall be

- delivered personally or by certified mail, postage prepaid, with a copy to the party's counsel, or to such other addresses as any party or counsel may designate in writing to the other.
14. Waivers. Each party may, by written instrument, (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement, (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance by another party with any of the covenants contained in the Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. Any agreement on the part of a party hereof for any such extension or waiver shall be validly and sufficiently authorized for the purposes of this Agreement, if it is authorized by the President of the party granting the extension or waiver. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement shall be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided.
 15. Expenses. South-TX and Mack-FL will pay the respective costs and expenses of their performance of and compliance with all Agreements and conditions contained in this Agreement. If this agreement is terminated and the merger is not effected, each party will pay all costs and expenses of its performance of and compliance with all Agreements and conditions contained herein, including fees, expenses and disbursements of its accountants and counsel.
 16. For the convenience of the parties and to facilitate the filing and recording of this Agreement, it may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
 17. No Other Agreements or Understandings. This Agreement embodies all of the Agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings or Agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.
 18. Third Parties. Nothing expressed or implied in this Agreement shall be construed to confer upon or give to any person, firm, or Corporation, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

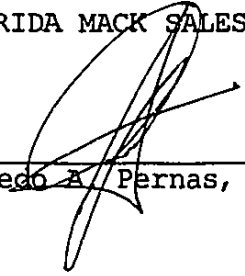
SIGNATURES ON NEXT, PAGE 5

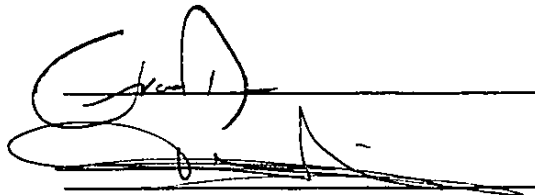
IN WITNESS WHEREOF, the undersigned have set their hands and seals, where applicable, in the year and date first above written.

WITNESSETH:

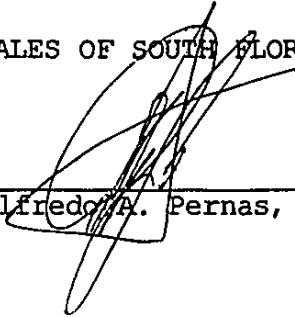
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SOUTH FLORIDA MACK SALES COMPANY

By: 
Alfredo A. Pernas, President

A handwritten signature, possibly reading "John D.", is written over a horizontal line. Below this line is another horizontal line, and below that, a series of three horizontal wavy lines.

MACK SALES OF SOUTH FLORIDA, INC.

By: 
Alfredo A. Pernas, President