

395999

OTERO TOMLIN & TOMLIN, P.A.

ATTORNEYS AT LAW
FOURTH FLOOR
75 VALENCIA AVENUE
CORAL GABLES, FLORIDA 33134

ADDITIONAL OFFICE
SUITE 202 - KEY BISCAYNE GALERIA
328 GRANDON BOULEVARD
KEY BISCAYNE, FLORIDA 33149
TELEPHONE (305) 365-0600

MARILY GANCIO
JORGE E. OTERO
MICHAEL T. TOMLIN
TRACY E. TOMLIN

TELEPHONE (305) 567-9000
FACSIMILE (305) 443-0164

PLEASE REPLY TO:
CORAL GABLES OFFICE

August 30, 1999

Secretary of State
State of Florida
Division of Corporations
409 East Gaines St.
Tallahassee, FL 32399

Re: Agreement and Plan of Merger

300002978533-1
-09/03/99-01076-001
***140.00 ***140.00

Gentlemen:

I am enclosing herewith an original and a copy of the Agreement and Plan of Merger and I am also enclosing a check in the sum of \$140.00.

Please file the original of the enclosed Agreement and Plan of Merger and return a certified copy to the undersigned.

Your prompt attention to this matter would be appreciated.

Sincerely,

OTERO, TOMLIN & TOMLIN, P.A.

By: 
Jorge E. Otero

JEO/ng

Enclosures

*Merger
1-3-00
pts*

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

99 DEC 23 PM 2:13

FILED

corp\estate.amd

This merger was originally filed in error
on 9/3/99 - record corrected 1/7/00 - sp

ARTICLES OF MERGER
Merger Sheet

MERGING:

MIAMI AUTO SPORT, INC., a Florida corporation, 367006

MIAMI-SARASOTA LAND CORPORATION, a Florida corporation, 366552

INTO

MIAMI AUTO SPORT II, INC., a Florida entity, 395999

File date: December 23, 1999

Corporate Specialist: Doug Spitzer

OTERO TOMLIN & TOMLIN, P.A.

ATTORNEYS AT LAW
FOURTH FLOOR
75 VALENCIA AVENUE
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PLEASE REPLY TO:
CORAL GABLES OFFICE

October 4, 1999

SENT VIA FEDERAL EXPRESS

Mr. Douglas Spitler
Secretary of State
State of Florida
Division of Corporations
409 East Gaines St.
Tallahassee, FL 32399

Re: Agreement and Plan of Merger

Dear Mr. Spitler:

I am enclosing (a) check number 1594 payable to the Secretary of State in the amount of \$1,650.00 in order to reinstate Miami Sarasota Land Corp., and (b) check number 1595 payable to the Secretary of State in the amount of \$1,500.00 in order to reinstate Miami Auto Sport, Inc. Please proceed to file the original Agreement and Plan of Merger sent previously to you along with the filing fee of \$140.00.

Your prompt attention to this matter would be appreciated.

Sincerely,

OTERO, TOMLIN & TOMLIN, P.A.

By: 
Jorge E. Otero

JEO/ng

Enclosures

cc: Client

JORGE E. OTERO & ASSOCIATES, P.A.

ATTORNEYS AT LAW

FOURTH FLOOR

75 VALENCIA AVENUE

CORAL GABLES, FLORIDA 33134

JORGE E. OTERO

E-MAIL: jeo@oterolaw.com

TELEPHONE (305) 567-9000

FACSIMILE (305) 443-0164

November 10, 1999

Mr. Douglas Spitler
Secretary of State
State of Florida
Division of Corporations
409 East Gaines St.
Tallahassee, FL 32399

Re: Agreement and Plan of Merger

Dear Mr. Spitler:

I am enclosing the original Applications for Reinstatement for Miami-Sarasota Land Corp. and Miami Auto Sport, Inc. Please proceed to file the original Agreement and Plan of Merger sent previously to you along with the filing fee of \$140.00.

Your prompt attention to this matter would be appreciated.

Sincerely,

OTERO & ASSOCIATES, P.A.

By: 
Jorge E. Otero

JEO/ng

Enclosures

JORGE E. OTERO & ASSOCIATES, P.A.

ATTORNEYS AT LAW
FOURTH FLOOR
75 VALENCIA AVENUE
CORAL GABLES, FLORIDA 33184

TELEPHONE (305) 567-9000
FACSIMILE (305) 443-0164

JORGE E. OTERO

E-MAIL: jeo@oterolaw.com

December 21, 1999

Mr. Douglas Spitler
Secretary of State
State of Florida
Division of Corporations
409 East Gaines St.
Tallahassee, FL 32399

Re: Reference Number 395999

Dear Mr. Spitler:

I am enclosing (a) the copy of your November 16, 1999 letter, (b) the original Application for Reinstatement for Miami-Sarasota Land Corporation along with check in the amount of \$1,650.00, (c) the original Application for Reinstatement for Miami Auto Sport, Inc. along with check in the amount of \$1,500.00, and (d) the original and a copy of the Articles of Merger of Miami Sarasota Land Corporation, Miami Auto Sport, Inc., and Miami Auto Sport II, Inc. with and into Miami Auto Sport II, Inc....

Your prompt attention to this matter would be appreciated.

Sincerely,

OTERO & ASSOCIATES, P.A.

By:


Jorge E. Otero

JEO/ng

Enclosures



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

November 16, 1999

OTERO TOMLIN & TOMLIN, P.A.
ATTN: JORGE E. OTERO
75 VALENCIA AVENUE, FOURTH FLOOR
CORAL GABLES, FL 33134

SUBJECT: MIAMI AUTO SPORT II, INC.
Ref. Number: 395999

We have received your document for MIAMI AUTO SPORT II, INC. and your check(s) totaling \$140.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

PLEASE SEND THE AGREEMENT AND PLAN OF MERGER REFERRED TO IN THE ARTICLES OF MERGER AS EXHIBIT "A". THE REINSTATEMENT DOCUMENTS SENT IN ARE NOT LEGIBLE. PLEASE SEND EVERYTHING BACK TO MY ATTENTION AND I WILL GIVE YOU THE ORIGINAL FILE DATE OF 9-3-99. THE REINSTATEMENT FORMS NEED TO FILLED OUT COMPLETELY AND SIGNED BY AN OFFICER AND A REGISTERED AGENT.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6957.

Doug Spittler
Document Specialist

Letter Number: 799A00054850

RECEIVED
99 DEC 27 AM 11:36
DIVISION OF CORPORATIONS

FILED

99 DEC 23 PM 2:13

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF MIAMI SARASOTA LAND CORPORATION, MIAMI AUTO
SPORT, INC., AND MIAMI AUTO SPORT II, INC. WITH AND INTO MIAMI
AUTO SPORT II, INC.

The undersigned corporations do hereby execute the following Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act for the purpose of merging MIAMI SARASOTA LAND CORPORATION ("Sarasota"), a Florida corporation involuntarily dissolved, MIAMI AUTO SPORT, INC. ("Miami"), a Florida corporation involuntarily dissolved, and MIAMI AUTO SPORT II, INC., a Florida corporation, ("Miami II").

1. The Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof.
2. The effective date of the merger shall be August 30, 1999.
3. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT AND PLAN OF MERGER were as follows:

| <u>Name of Corporation</u> | <u>Number of Shares Outstanding</u> | <u>Number of Shares Entitled to Vote</u> |
|---------------------------------|-------------------------------------|--|
| MIAMI-SARASOTA LAND CORPORATION | 700 Shares of Common Stock | 700 |
| MIAMI AUTO SPORT, INC. | 100 Shares of Common Stock | 100 |
| MIAMI AUTO SPORT II, INC. | 200 Shares of Common Stock | 200 |

The date of adoption of the Agreement and Plan of Merger by the Shareholders of each Corporation was August 30, 1999.

4. The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

| <u>Name of Corporation</u> | <u>Total Shares Voted for</u> | <u>Total Shares Voted Against</u> |
|---------------------------------|-------------------------------|-----------------------------------|
| MIAMI SARASOTA LAND CORPORATION | 700 | 0 |
| MIAMI AUTO SPORT, INC. | 100 | 0 |
| MIAMI AUTO SPORT II, INC. | 200 | 0 |

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed

by the respective President and Secretary of MIAMI SARASOTA LAND CORPORATION, MIAMI AUTO SPORT, INC., AND MIAMI AUTO SPORT II, INC. WITH AND INTO MIAMI AUTO SPORT II, INC.

MIAMI-SARASOTA LAND CORPORATION

By: Lilliam E. Huerta
Lilliam E. Huerta, President

[corporate seal]
Attest:

Isidro Huerta, Secretary

MIAMI AUTO SPORT, INC.

By: Lilliam E. Huerta
Lilliam E. Huerta, President

[corporate seal]
Attest:

Isidro Huerta, Secretary

MIAMI AUTO SPORT II, INC.

By: Lilliam E. Huerta
Lilliam E. Huerta, President

[corporate seal]
Attest:

Isidro Huerta, Secretary

AGREEMENT AND PLAN OF MERGER OF MIAMI SARASOTA LAND CORPORATION,
MIAMI AUTO SPORT, INC., AND MIAMI AUTO SPORT II, INC. WITH AND
INTO MIAMI AUTO SPORT II, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of June , 1999, by and between MIAMI SARASOTA LAND CORPORATION ("Sarasota"), a Florida corporation involuntarily dissolved, MIAMI AUTO SPORT, INC. ("Miami"), a Florida corporation involuntarily dissolved, and MIAMI AUTO SPORT II, INC., a Florida corporation, ("Miami II", being hereinafter sometimes referred to as the "Surviving Corporation"); the three corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, Sarasota and Miami were at one time engaged in various aspects of real estate business in the State of Florida and in Miami-Dade County, Florida;

WHEREAS, Miami II is currently engaged in business in Miami-Dade County, Florida;

WHEREAS, it is an objective of the officers of each of the corporations described herein as well as an objective of the ultimate owner of the Constituent Corporations that all business and investment activities be maintained in the most cost-efficient manner;

WHEREAS, the parties have concluded that the activities conducted by the Constituent Corporations may be efficiently managed in one corporation and that no business purpose requires that all three corporations remain engaged in business;

WHEREAS, a merger of Sarasota and Miami into Miami II will eliminate two corporations together with the necessity to maintain books and records for those corporations and to file tax returns and meet other legal requirements associated with the carrying on business through those corporations, thereby increasing corporate efficiencies; and

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations for the above-stated reasons that Sarasota and Miami be merged with and into Miami II, with Miami II being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 Sarasota and Miami shall be merged with and into Miami II in accordance with the laws of the State of Florida. The separate corporate existence of Sarasota and Miami shall thereby cease, and Miami II shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "Miami Auto Sport II, Inc."

1.3 At the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporations shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All of the rights, privileges, powers and franchises of Sarasota and Miami, of a public as well as of a private nature, and all property, real, personal and mixed, of Sarasota and Miami, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of Sarasota and Miami shall be thereafter as effectually the property of the Surviving Corporation as they were of Sarasota and Miami (the "Merging Corporations").

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place; or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporations. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II
TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 11:59 p.m., on June 1, 1999. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III
CHARTER AND BYLAWS;
DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of Miami II, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The bylaws of Miami II, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such bylaws shall be effected by the merger.

3.3 The persons who are the directors and officers of Miami II immediately prior to the Effective Time shall, after the merger, continue as the directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and bylaws of the Surviving Corporation.

ARTICLE IV
CONVERSION OF SHARES

4.1 The Surviving Corporation presently has two hundred (200) shares of \$100.00 par value common stock authorized ("Miami II Common").

4.2 a. Sarasota presently has issued and outstanding seven hundred (700) shares of \$50.00 par value common stock ("Sarasota Common");

b. Miami presently has issued and outstanding one hundred (100) shares of \$10.00 par value common stock ("Miami Common");

4.3 At the Effective Time, each issued and outstanding share of Sarasota Common and Miami Common shall be cancelled. Since Lilliam Huerta and Yolanda Rodenberg are the sole shareholders of all three corporations, there will be no issuance of additional shares in the Surviving Corporation. The sole shareholders of Miami II shall be:

| <u>Name</u> | <u>Shares of stock</u> |
|-------------------|------------------------|
| Lilliam Huerta | 100 |
| Yolanda Rodenberg | 100 |

ARTICLE V
MISCELLANEOUS

5.1. Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in its sole discretion and at any time prior to the filing with the Secretary of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its directors, officers, or shareholders in respect of this Agreement and Plan.

5.2 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of

the Constituent Corporations; all as of the day and year first above written.

MIAMI - SARASOTA LAND CORPORATION

By: *Lilliam E. Huerta*
Lilliam E. Huerta, President

[corporate seal]
Attest:

Isidro Huerta
Isidro Huerta, Secretary

MIAMI AUTO SPORT, INC.

By: *Lilliam E. Huerta*
Lilliam E. Huerta, President

[corporate seal]
Attest:

Isidro Huerta
Isidro Huerta, Secretary

MIAMI AUTO SPORT II, INC.

By: *Lilliam E. Huerta*
Lilliam E. Huerta, President

[corporate seal]
Attest:

Isidro Huerta
Isidro Huerta, Secretary