

P000000105279

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

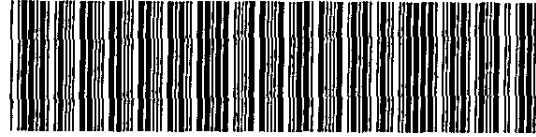
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

sp
merger
9/10/04

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Sunset Finance Corporation
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Maria L. DiGiorgio, Esq.
(Name of person)

(Name of firm/company)

6802 NW 77 Court
(Address)

Miami, Florida 33166
(City/state and zip code)

For further information concerning this matter, please call:

Maria L. DiGiorgio at (786) 336-7080
(Name of person) (Area code & daytime telephone number)

Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

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, F.S.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Sunset Finance Corporation	Florida	p00000105279

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Sunset Premium Finance Corporation	Florida	p02000128021

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 TALLAHASSEE, FLORIDA

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 08 / 09 / 04 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 8/6/04 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 8/6/04 and shareholder approval was not required.

(Attach additional sheets if necessary)

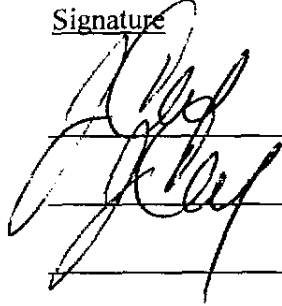
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Sunset Finance Corporation



Juan Carlos Miguelez-President

Sunset Premium Finance

Juan Carlos Miguelez-President

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
Sunset Finance Corporation	Florida

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

<u>Name</u>	<u>Jurisdiction</u>
Sunset Premium Finance Corporation	Florida
_____	_____
_____	_____
_____	_____
_____	_____

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

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 as an exhibit:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

FORM OF AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is dated this 17th day of August, 2004, (this "Agreement") among Sunset Finance Corporation ("SFC") and Sunset Premium Finance Corporation ("SPFC").

A. The respective boards of directors of SPFC and SFC have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement.

NOW, THEREFORE, SPFC and SFC hereby agree as follows:

ARTICLE I THE MERGER

Section 1. The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the relevant provisions of the Florida Business Corporation Act (the "FBCA"), SPFC will merge with and into SFC upon the Effective Time, as defined in this Agreement. SFC will be the surviving corporation in the Merger (the "Surviving Corporation"). Upon the Effective Time, the separate existence of SPFC will cease, and the Surviving Corporation will succeed, without other transfer, to all of the rights and property of SPFC, and will be subject to all of the debts and liabilities of SPFC, as provided for in Section 607.11101(3), FBCA. On and after the Effective Time, the Surviving Corporation will carry on its business with the assets of SPFC, as well as with the assets of the Surviving Corporation.

Section 2. Effective Time. As soon as practicable following the satisfaction or waiver of the conditions set forth in Article II, the Merger will be consummated by filing articles of merger with the Department of State, Division of Corporations of the State of Florida in accordance with the FBCA. The Merger will become effective when the Articles of Merger is filed or such later time as is set forth in the Articles of Merger. The time when the Merger becomes effective is called the "Effective Time".

Section 3. Certificate of Incorporation and By-Laws. The Certificate of Incorporation of SFC shall be amended at the Effective Time to read in its entirety as set forth in Exhibit A hereto. The Certificate of Incorporation of SFC, as so amended, and the By-Laws of SFC in effect at the Effective Time will be the Certificate of Incorporation and By-Laws of the Surviving Corporation and will remain in effect until changed or amended as provided therein or by applicable law. The name of the Surviving Corporation will be Sunset Finance Corporation

Section 4. Directors and Officers. The directors of SFC at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified. The officers of SPFC at the Effective Time shall, from and



after the Effective Time, be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified.

Section 5. Effect on Capital Stock.

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each share of common stock, par value \$0.01 per share, of SPFC issued and outstanding immediately before the Effective Time will convert into one share of SFC common stock, par value \$0.01 per share, and such shares of SFC common stock will be reflected on the stock ledger of SFC as issued and outstanding, fully paid and nonassessable, uncertificated shares. To the fullest extent authorized by law, all instructions, orders and notices recorded on the SPFC stock ledger in respect of such shares of SPFC common stock will be recorded on the SFC stock ledger in respect of such shares of SFC common stock.

ARTICLE II CONDITIONS TO CONSUMMATION OF THE MERGER

Section 6. Conditions to Each Party's Obligation to Effect the Merger.

The respective obligations of each party to effect the Merger are subject to the satisfaction or waiver, prior to the Effective Time, of the following conditions:

(a) plans of merger were adopted by the board of directors of each party and shareholders approval was not required.

(b) no statute, rule, regulation, executive order, decree, injunction or other order has been enacted, entered, promulgated or enforced by any court or governmental authority that is in effect and has the effect of prohibiting the consummation of the Merger;

(c) all approvals and consents necessary or desirable, if any, in connection with consummation of the Merger have been obtained.

ARTICLE III MISCELLANEOUS

Section 7. Amendment; Waiver.

At any time before the Effective Time, SPFC and SFC may, to the extent permitted by the FBCA, by written agreement amend, modify or supplement any provision of this Agreement.

A handwritten signature in black ink, appearing to be "R. J. [unclear]", is written over a horizontal line.

Section 8. Entire Agreement; Assignment.

This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other parties.

Section 9. Governing Law.

This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida.

Section 10. Parties in Interest.

Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 12. Abandonment.

At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the board of directors of SPFC or SFC.

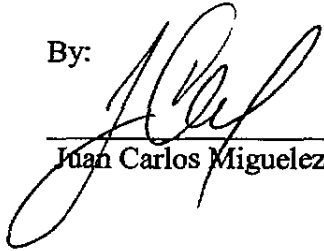
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A handwritten signature in black ink, appearing to be "A. M.", is written over a horizontal line at the bottom right of the page.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the day and year first above written.

Sunset Premium Finance Corporation
a Florida corporation

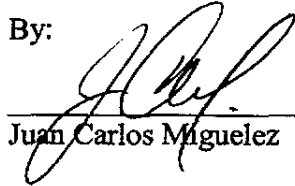
By:



Juan Carlos Miguelez

Sunset Finance Corporation,
a Florida corporation

By:



Juan Carlos Miguelez

AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is dated this 8th day of September, 2004 (this "Agreement") among Sunset Finance Corporation ("SFC") and Sunset Premium Finance Corporation ("SPFC").

A. The respective boards of directors of SPFC and SFC have been duly advised of the terms and conditions of the Merger and, by resolutions duly adopted, have authorized, approved and adopted this Agreement.

NOW, THEREFORE, SPFC and SFC hereby agree as follows:

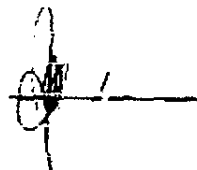
**ARTICLE I
THE MERGER**

Section 1. The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the relevant provisions of the Florida Business Corporation Act (the "FBCA"), SPFC will merge with and into SFC upon the Effective Time, as defined in this Agreement. SFC will be the surviving corporation in the Merger (the "Surviving Corporation"). Upon the Effective Time, the separate existence of SPFC will cease, and the Surviving Corporation will succeed, without other transfer, to all of the rights and property of SPFC, and will be subject to all of the debts and liabilities of SPFC, as provided for in Section 607.11101(3), FBCA. On and after the Effective Time, the Surviving Corporation will carry on its business with the assets of SPFC, as well as with the assets of the Surviving Corporation.

Section 2. Effective Time. As soon as practicable following the satisfaction or waiver of the conditions set forth in Article II, the Merger will be consummated by filing articles of merger with the Department of State, Division of Corporations of the State of Florida in accordance with the FBCA. The Merger will become effective when the Articles of Merger is filed or such later time as is set forth in the Articles of Merger. The time when the Merger becomes effective is called the "Effective Time".

Section 3. Certificate of Incorporation and By-Laws. The Certificate of Incorporation of SFC and the By-Laws of SFC in effect at the Effective Time will remain in effect until changed or amended as provided therein or by applicable law. The name of the Surviving Corporation will be Sunset Finance Corporation.

Section 4. Directors and Officers. The directors of SFC at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified. The officers of SPFC at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified.



Section 5. Effect on Capital Stock.

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) Each share of common stock, par value \$0.01 per share, of SPFC issued and outstanding immediately before the Effective Time will convert into one share of SFC common stock, par value \$0.01 per share, and such shares of SFC common stock will be reflected on the stock ledger of SFC as issued and outstanding, fully paid and nonassessable, uncertificated shares. To the fullest extent authorized by law, all instructions, orders and notices recorded on the SPFC stock ledger in respect of such shares of SPFC common stock will be recorded on the SFC stock ledger in respect of such shares of SFC common stock.

ARTICLE II
CONDITIONS TO CONSUMMATION OF THE MERGER

Section 6. Conditions to Each Party's Obligation to Effect the Merger.

The respective obligations of each party to effect the Merger are subject to the satisfaction or waiver, prior to the Effective Time, of the following conditions:

(a) plans of merger were adopted by the board of directors of each party and shareholders approval was not required.

(b) no statute, rule, regulation, executive order, decree, injunction or other order has been enacted, entered, promulgated or enforced by any court or governmental authority that is in effect and has the effect of prohibiting the consummation of the Merger;

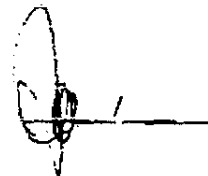
(c) all approvals and consents necessary or desirable, if any, in connection with consummation of the Merger have been obtained.

ARTICLE III
MISCELLANEOUS

Section 7. Amendment; Waiver.

At any time before the Effective Time, SPFC and SFC may, to the extent permitted by the FRCA, by written agreement amend, modify or supplement any provision of this Agreement.

Section 8. Entire Agreement; Assignment.



This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other parties.

Section 9. Governing Law.

This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida.

Section 10. Parties in Interest.

Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 11. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 12. Abandonment.


At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the board of directors of SPFC or SFC.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the day and year first above written.

Sunset Premium Finance Corporation.
a Florida corporation


By:

X 

Juan Carlos Miguez

Sunset Finance Corporation
a Florida corporation

By:

X 

Juan Carlos Miguez

