

Jun. 18, 2009 10:07AM
DIVISION OF CORPORATIONS

SANTOS RIVERA-GIL, CPA, P.A.

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SANTOS RIVERA-OLAN, CPA, P. A.

(H090001432543)

No. 6117 P. 2

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION
OF

San Juan Motorsports, Inc..

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida profit corporation adopts the following Articles of amendment to its articles of incorporation, after the issuance of the shares:

FIRST: Amendment adopted:

Article VIII – Directors

To add the following paragraph as follows:

The board of directors and officers is composed of:

Maria de Lourdes Malave, President
6064 Lake Melrose Dr.
Orlando, FL 32829

Raul Malave, VP
6064 Lake Melrose Dr.
Orlando, FL 32829

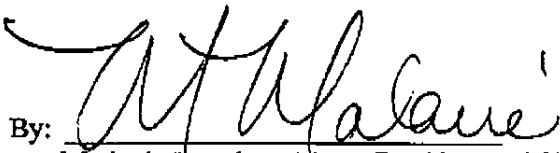
SECOND: The date of the above amendment's adoption shall be June 15, 2009.

THIRD: The amendment was approved by the Board of Directors and by the Shareholders unanimously on June 15, 2009. The number of votes cast for the amendment was unanimously.

The date of the approval was June 7, 2005.

In witness whereof, the undersigned executed this amendment to the Articles of Incorporation, on this 15th day of June 2009.

By:



Maria de Lourdes Malave, President and Shareholder

(H090001432543)

AGREEMENT TO SELL SHARES

Agreement made this 15TH day of June, 2009 by and between Maria de Lourdes Malave (wife), shareholder of San Juan Motorsports, Inc. (hereinafter referred to as "Seller") and Raul Malave (husband) (hereinafter referred to as the "Buyer").

Whereas the Seller desires to sell and the Buyer desires to buy 50% of the shares of San Juan Motorsports, Inc., as joint tenants, now being operated at 4616 Old South Goldenrod Road, Orlando, FL., 32822, and all assets thereof, the parties hereto agree and covenant as follows:

1. The total purchase price of shares of San Juan Motorsports, Inc. (including with the corporation the inventory and all fixtures, furnishings and equipment and (a) other assets) is \$1.00.
2. The property to be transferred hereunder shall be included as part of the corporation assets.
3. The Seller promises and agrees to convey good, clear, and marketable title to all the property to be transferred hereunder, the same to be free and clear of all liens and encumbrances. Full possession of said property will be delivered in the same condition that it is now, reasonable wear and tear expected.
4. Consummation of the sale, with payment by the Buyer of the balance of the down payment and the delivery by the Seller of the shares of the corporation, will take place on or before June 15th 2009.
5. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.
10. If this Agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate on the day and year first above written.

SELLER:

BUYER: