

P04000009874

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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MAIL

(Business Entity Name)

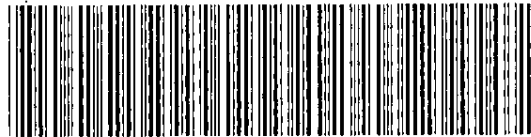
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12/20/10--01022--004 **70.00

EFFECTIVE DATE

12-31-10

RECEIVED
10 DEC 20 PM 12:04
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
10 DEC 27 PM 1:58
FILED

Meigs
C.COULLIETTE

DEC 27 2010

EXAMINER

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Mundi Sports, Inc.

- ☒ Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- ☒ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- _____ Cert. Copy _____
- ☒ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
- _____ Courier _____

Signature _____

Requested by: SN _____ 12/20/10 a.m.

Name _____ Date _____ Time _____

Walk-In _____ Will Pick Up _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED
10 DEC 27 AM 11:23
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

December 21, 2010

CAPITAL CONNECTION, INC.

TALLAHASSEE, FL

SUBJECT: MUNDI SPORTS, INC.
Ref. Number: P04000009874

We have received your document for MUNDI SPORTS, INC. and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Your document must be filed pursuant to 607.1105 of the Florida statutes. You have submitted documents pursuant to 607.1109 and 607.1103. If you are unsure what needs to be included in your documents, please see our forms available for merger of two Florida corporations at www.sunbiz.org.

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) 245-6903.

Cheryl Coulliette
Regulatory Specialist II

Letter Number: 910A00029422

ARTICLES OF MERGER OF
MORE SPORTS, INC., a Florida Corporation
into
MUNDI SPORTS, INC., a Florida Corporation

FILED
10 DEC 27 PM 1:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THESE ARTICLES OF MERGER are submitted by MORE SPORTS, INC., a Florida Corporation ("MORE SPORTS"), and MUNDI SPORTS, INC., a Florida Corporation ("MUNDI SPORTS"), in accordance with § 607.1105 of the Florida Business Corporation Act (the "Act").

Article I Company Information

EFFECTIVE DATE
12-31-10

The exact name, jurisdiction and document number for each merging party are as follows:

Surviving Entity:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
MUNDI SPORTS, INC.	Florida	P04000009874

Merging Entity:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Document Number:</u>
MORE SPORTS, INC.	Florida	P10000095167

Article II Approvals

The duly executed Agreement and Plan of Merger is attached.

Article III Effective Date

The merger shall become effective as of December 31, 2010.

Article IV Adoption of Merger by Surviving Entity

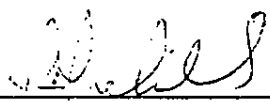
The Agreement and Plan of Merger was adopted by the shareholders of MUNDI SPORTS on December 15, 2010.

Article VI Adoption of Merger by Merging Entity


The Agreement and Plan of Merger was adopted by the shareholders of MORE SPORTS on December 15, 2010.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on December 22, 2010.

MUNDI SPORTS, INC.

By: 
Name: Marianela Archila
Title: Director

MORE SPORTS, INC.

By: 
Name: Luis R. Colon
Title: President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is made effective as of December 31, 2010, by and between MORE SPORTS, INC., a Florida corporation ("Disappearing Entity"), and MUNDI SPORTS, INC., a Florida corporation ("Surviving Entity") (the Disappearing Entity and Surviving Entity are sometimes referred to herein collectively as the "Constituent Entity"), in accordance with § 607.1101 et seq. of the Florida Business Corporation Act.

WHEREAS, the Constituent Entity is a business entity which desires to enter into this Agreement and Plan of Merger governing the merger of the Disappearing Entity into the Surviving Entity and intend that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code;

WHEREAS, this Agreement and Plan of Merger is submitted in compliance with Florida Statutes § 607.1101 et seq.;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I. SURVIVING ENTITY

The exact name and jurisdiction of the *Surviving Entity* are as follows:

<u>Surviving Entity Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
MUNDI SPORTS, INC. 6010 NW 99 Avenue Suite 117 Doral, Florida 33178 State File No: P04000009874	Florida	Corporation (profit)

ARTICLE II. DISAPPEARING ENTITY

The exact name and jurisdiction of the *Disappearing Entity* are as follows:

<u>Name:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
MORE SPORTS, INC. 6010 NW 99 Avenue Suite 117 Doral, Florida 33178 State File No: P10000095167	Florida	Corporation (profit)

ARTICLE III. TERMS AND CONDITIONS OF THE MERGER.

Section 3.1 Merger. The Disappearing Entity will merge with and into Surviving Entity in accordance with the laws of the State of Florida and this Agreement. The legal existence of Disappearing Entity shall cease when it is merged into Surviving Entity. The existence of Surviving Entity shall remain unimpaired as the surviving corporation following the merger.

Section 3.2 Effective Date. The merger shall become effective on the later of the following two dates: a) December 31, 2010; or b) the date on which the Articles of Merger, in substantially the form attached hereto as Exhibit A ("Articles of Merger"), have been signed and filed according to the laws of the State of Florida, (the "Effective Date"); provided that this Agreement has been approved by the Boards of Directors and the Shareholders of Disappearing Entity and Surviving Entity in accordance with the laws of the State of Florida.

Section 3.3 Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of Surviving Entity shall be the Articles of Incorporation and Bylaws of Surviving Entity existing immediately prior to the Effective Date.

Section 3.4 Future Operations. The parties presently intend, subject to the changes that the directors of Surviving Entity in their judgment may deem appropriate, that after the Effective Date the business presently conducted by the Disappearing Entity shall continue in substantially its present form as part of the business of the Surviving Entity.

Section 3.5 Directors and Officers. Luis R. Colon shall serve as a Director and the President of the Surviving Entity and Marianela Archila shall serve as a Director and the Vice President of the Surviving Entity, until their respective successor(s) is/are elected and qualified at the next meeting of the shareholders and/or Board of Directors of Surviving Entity, as the case may be.

Section 3.6 Merger of Interests and Assumption of Liabilities. At the Effective Date, the Constituent Entity shall be deemed merged as provided by the laws of the State of Florida. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of the Disappearing Entity shall be taken and deemed to be transferred, and shall be vested in Surviving Entity without further act or deed; and Surviving Entity shall thenceforth be liable for all debts, liabilities, obligations, and duties of the Constituent Entity, and all such debts, liabilities, obligations, and duties shall thenceforth attach to Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities, obligations, and duties had been incurred or contracted by Surviving Entity. When requested by Surviving Entity, the Disappearing Entity shall execute and deliver all deeds and other instruments deemed by Surviving Entity to be necessary in order to vest Surviving Entity with title to and possession of all rights and property of the Disappearing Entity.

Section 3.7 Representations and Warranties. The Constituent Entity represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

(a) Disappearing Entity and Surviving Entity are organized and in good standing under the laws of the State of Florida;

(b) The execution of this Agreement by the Disappearing Entity and Surviving Entity and the performance of the transactions contemplated by this Agreement have been approved by their Shareholders and Boards of Directors. On proper approval by their Shareholders and Boards of Directors, no further action is necessary under Florida law to make this Agreement valid and binding upon the parties.

ARTICLE IV. MANNER OF CONVERTING INTERESTS. The manner and basis of converting the shares of each party into shares, obligations, or other securities of the Surviving Entity or any other entity, or in whole or in part into cash or other property and the manner and basis of converting rights to acquire shares of each party into rights to acquire shares, obligations, or other securities of the Surviving Entity or any other entity or, in whole or in part, cash or other property are as follows:

Section 4.1 Disappearing Entity. Each share of the common stock of Disappearing Entity issued and outstanding immediately prior to the Effective Date will be canceled and extinguished and automatically converted into the right to receive one (1) validly issued, fully paid and nonassessable share of the common stock of Surviving Entity.

Section 4.2 Surviving Entity. All shares of common stock of the Surviving Entity issued and outstanding immediately prior to the Effective Date, other than any shares of common stock to be issued by the Surviving Entity as the result of the conversion of the Disappearing Entity's shares of common stock, shall be canceled and extinguished and automatically redeemed in exchange for cash in an amount equal to \$0.50 per share, for a total of Five Thousand and 00/100 Dollars (\$5,000.00).

ARTICLE V 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. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement may be made orally or through course of dealing, nor shall any waiver 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 in such written waiver.

ARTICLE VI. EXPENSES. Disappearing Entity and Surviving Entity shall each pay their 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.

ARTICLE VII. COUNTERPARTS. 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.

ARTICLE VIII. ENTIRE AGREEMENT. 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.

ARTICLE IX. THIRD PARTIES. Nothing expressed or implied in this Agreement shall be construed to confer upon any person, firm, or corporation, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Constituent Entity has caused this Agreement to be effective as of the day and year first above written.

MUNDI SPORTS, INC.

By: _____

Name: Mariana Archila

Title: Director

MORE SPORTS, INC.

By: _____

Name: Luis R. Colon

Title: President