

PO4000047762

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FILED
08 MAR 20 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Ames
3/25/08

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Ultimate Autosports, Inc.

DOCUMENT NUMBER: P04000047762

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

David A. Mercedes

(Name of Contact Person)

Ultimate Autosports, Inc.

(Firm/ Company)

16427 W. Colonial Dr.

(Address)

Oakland, Fl. 34787

(City/ State and Zip Code)

For further information concerning this matter, please call:

David A. Mercedes

(Name of Contact Person)

at (407) 654-4876

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☒ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

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

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**Articles of Amendment
to
Articles of Incorporation
of**

Ultimate Autosports, Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

P04000047762

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

The Stock Purchase Agreement, is entered into by and among Mathew J. Tyner (Seller) owning 50% of Ultimate Autosports, Inc.

and David A. Mercedes (Buyer). Resolved that the shareholders and directors hereby approve and ratify that

certain Stock Purchase Agreement by and between Mathew J. Tyner and David A. Mercedes dated March 20, 2008,

whereby all of the common stock of the company owned by Tyner, representing 50% of the outstanding issued shares of Ultimate

Autosports, Inc. , will be transferred to David Mercedes. Further Resolved, David Mercedes has been elected to serve

as President and Treasurer until the next annual meeting effective March 20, 2008. Following this date Mathew J. Tyner will be

released of all responsibilities and liabilities nor will he participate in any managerial or official capacity. Each party also releases

the other of all or any known claims arising from the original partnership agreement. David Mercedes and Ultimate Autosports, LLC

shall make no claim to Trinity Autosports, Inc. nor Trinity Supercar Series associated with Mathew Tyner.

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

Mathew Tyner, Owner of 1000 shares representing 50% of the outstanding issued shares of Ultimate Autosports, Inc

sell and assign those 1000 shares to David A. Mercedes for a pre-determined price.

(continued)

FILED
08 MAR 20 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The date of each amendment(s) adoption: 3/20/08

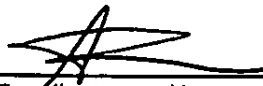
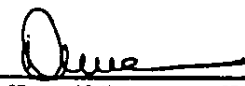
Effective date if applicable: 03-20-2008
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- ☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature  
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

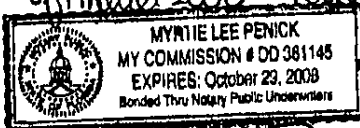
Mathew J Tyner David A Mercedes

(Typed or printed name of person signing)

President Vice President

(Title of person signing)

FILING FEE: \$35

Sworn before me on the 20th day of March 2008 - Penick

Myrtle Lee Penick

Information

Stock Purchase Agreement

A stock purchase agreement is an agreement wherein the owner of shares of stock (the "Seller") agrees to sell the stock to a buyer (the "Purchaser"). Generally, this type of form is used for the stock of a small corporation. A stock purchase agreement can be beneficial for both parties because it clearly lays out the expectations of the transaction including: (i) the number and type of stock sold, (ii) the purchase price and (iii) when the transaction will take place. In addition, the Seller will make representations about his/her ownership of the shares of stock, thereby giving the Buyer additional comfort.

Both federal and state securities laws govern the sale of stock. These laws can be quite complex, so you should check with your attorney before selling or purchasing stock. In addition, this type of arrangement may have large tax consequences. Check with your accountant before entering into this type of agreement.

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is entered into as of March 20, 2008 ___ by and between Mathew J. Tyner ("Seller") and David A Mercedes ("Purchaser").
Purchaser and Seller may collectively be referred to as the "Parties."

WHEREAS, Seller is the record owner and holder of shares of the capital stock of
_Ultimate Autosports, Inc (the "Company"), a Florida Corporation; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which Purchaser will purchase from Seller shares of capital stock of the Company.

NOW, THEREFORE, in consideration for the promises set forth in this Agreement, the Parties agree as follows:

1. **PURCHASE AND SALE:** Subject to the terms and conditions set forth in this Agreement, Purchaser hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer and convey to the Purchaser One Thousand (___1000___) shares of Common stock of the Company (the "Stock").
2. **PURCHASE PRICE:** The purchase price for each share of Stock shall be One Dollar (\$___1.00___) for an aggregate purchase price of _One Thousanddollars (\$___1000.00___) (the "Purchase Price"), to be paid to the Seller in cash at the closing.
3. **CLOSING:** The closing contemplated by this Agreement for the transfer of the Stock and the payment of the Purchase Prices shall take place at Ultimate Autosports, LLC 16427 W. Colonial Dr. Oakland , Florida 34787, on March 15th, 2008 at _4:00 (the "Closing"). The certificates representing the Stock shall be duly endorsed for transfer or accompanied by an appropriate stock transfer.
4. **REPRESENTATIONS AND WARRANTIES OF SELLER:** Seller hereby warrants and represents that:
 - (a) **Restrictions on Stock.** The Seller is not a party to any agreements that create rights or obligations in the Stock relating to any third party including voting or stockholder agreements. The Seller is the lawful owner of the Stock, free and clear of any encumbrances, security interests or liens of any kind and has full power and authority to sell and transfer the Stock as contemplated in this Agreement.
 - (b) **Organization and Standing.** To the Seller's knowledge, the Company is duly organized, validly existing and in good standing under the laws of the State of

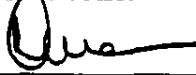
Florida and has full power and authority to own and operate its property and assets and to carry on its business as presently conducted.

5. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
6. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
7. **BROKER'S FEES:** The Parties represent that there has been no act in connection with the transactions contemplated in this Agreement that would give rise to a valid claim against either party for a broker's fee, finder's fee or other similar payment.
8. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Seller and Purchaser.
9. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida
10. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service:
 - (a) **If to Purchaser:**
David Mercedes and Ultimate Autosports, LLC will retain the name of Ultimate Autosports, Inc. and all associations.
 - (b) **If to Seller:**
Mathew Tyner retains all products and name associated with Trinity Autosports and /or Trinity Supercars.

11. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

PURCHASER:



David A Mercedes

Vice President - Ultimate Autosports, Inc

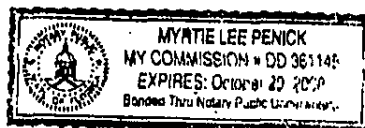
SELLER:

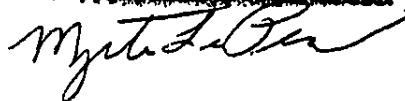


Mathew J. Tyner

President - Ultimate Autosports, Inc

*Both David A Mercedes and
Mathew J Tyner are
personally known to me*







Incorporated under the laws of the State of Florida

Ultimate Autosports, Inc.

Total Authorized Issue
7,500 Shares
Common Stock

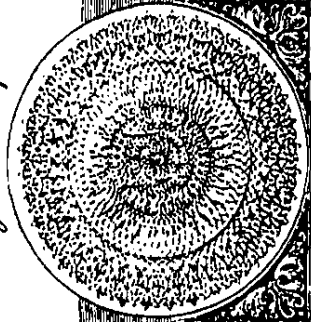
STAMPED
1000
See Reverse for
Certain Regulations

This is to certify that MATTHEW J TYNER is the owner of
ONE THOUSAND (1000) _____ fully paid and
non-assessable shares of the above Corporation transferable only on the books of the Corporation by
the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate
properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated

Oliver
Vice President



A
President

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Page 1

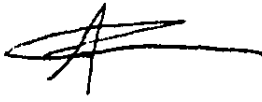
I

204-50-0086 ^{an} DAVID A. MERCEDES
13567 SUNSET LAKES CR
WINTER GARDEN, FL 34787

ONE THOUSAND (1000)

3-20-08

Myrtle Lee

⊗ 



See Reverse for
Official Seal

Incorporated under the laws of the State of Florida

Ultimate Autosports, Inc.

Total Authorized Issue

7,500 Shares

Common Stock

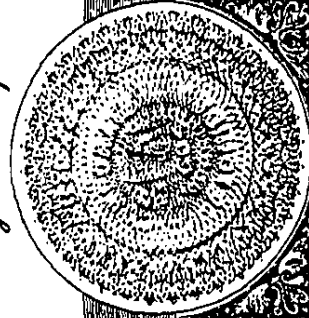
This is to certify that DAVID MERCEDES is the owner of
ONE - THOUSAND (1000) fully paid and
non-assessable shares of the above Corporation transferable only on the books of the Corporation by
the holder thereof in person or by a duly authorized Attorney upon surrender of this Certificate
properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated

David Mercedes

Vice President



President