

P0900C100053

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H09000259889 3)))



H090002598893ABCH

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

RECEIVED
2009 DEC 17 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
THE CONTINENTAL GROUP REALTY, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$70.00

09 Dec 17 PM 5:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

Merger
12/17/09

**ARTICLES OF MERGER
OF
VISTA PROPERTIES RENTALS AND SALES, INC.
WITH AND INTO
THE CONTINENTAL GROUP REALTY, INC.**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned Vista Properties Rentals and Sales, Inc. and The Continental Group Realty, Inc. adopt the following Articles of Merger:

1. The name of the surviving entity of the merger is The Continental Group Realty, Inc., a Florida corporation (the "Surviving Entity"). The name of the merging entity is Vista Properties Rentals and Sales, Inc., a Florida corporation (the "Merging Entity"). 100% of the shares of the Surviving Entity and 100% of the shares of the Merging Entity are held by the same shareholder.
2. A copy of the Agreement and Plan of Merger, dated December 11, 2009, by and between the Surviving Entity and the Merging Entity, is attached hereto as Exhibit "A" and incorporated herein by reference.
3. This merger shall be made effective at 3:01 p.m. on December 31, 2009.
4. The Agreement and Plan of Merger was adopted on December 11, 2009 by the sole shareholder and the Board of Directors of the Surviving Entity by written consent without a meeting in the manner prescribed by the Florida Business Corporation Act.
5. The Agreement and Plan of Merger was adopted on December 11, 2009 by the sole shareholder and the Board of Directors of the Merging Entity by written consent without a meeting in the manner prescribed by the Florida Business Corporation Act.


[SIGNATURES ON FOLLOWING PAGE]

APPROVED
AND
FILED
09 Dec 17 PM 5:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, these Articles of Merger have been executed as of the 11th day of December, 2009.

MERGING ENTITY

**VISTA PROPERTIES RENTALS AND
SALES, INC., a Florida corporation**

By: 
Anthony A. Kalliche, Secretary

SURVIVING ENTITY

**THE CONTINENTAL GROUP REALTY,
INC., a Florida corporation**

By: 
Tomas Roses, President

EXHIBIT "A"**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 11th day of December, 2009, by and between **VISTA PROPERTIES RENTALS AND SALES, INC.**, a Florida corporation with its principal office located at 2043 Avenue, Vero Beach, Florida 32960 (the "Merging Entity"), and **THE CONTINENTAL GROUP REALTY, INC.**, a Florida corporation with its principal office located at 2950 North 28th Terrace, Hollywood, Florida 33020 (the "Surviving Entity").

WHEREAS, the Merging Entity is a corporation organized and existing under and by virtue of the laws of the State of Florida;

AND WHEREAS, the Surviving Entity is a corporation organized and existing under and by virtue of the laws of the State of Florida;

AND WHEREAS, 100% of the shares of the Merging Entity and 100% of the shares of the Surviving Entity are held by the same shareholder;

AND WHEREAS, pursuant to the duly authorized action by the sole shareholder and the Board of Directors of the Surviving Entity and by the sole shareholder and Board of Directors of the Merging Entity, the Surviving Entity and the Merging Entity have determined that they shall merge (the "Merger") upon the terms and subject to the conditions and in the manner set forth in this Agreement and in accordance with Section 607.1101 of the Florida Business Corporation Act.

NOW THEREFORE, in consideration of the premises and the terms, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Merging Entity and the Surviving Entity hereby mutually agree as follows:

1. **Merger.** The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and subject to the conditions and in the manner set forth in this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity. The Merger shall be effective at 3:01 p.m. on December 31, 2009 (the "Effective Time").

2. **Survival; Existence.** At and after the Effective Time: (a) the Surviving Entity shall be the surviving entity, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Business Corporation Act; and (b) the Merging Entity shall cease to exist and its assets, property and obligations shall become the assets, property and obligations of the Surviving Entity as the surviving entity.

3. Articles; Bylaws. At and after the Effective Time: (a) the Articles of Incorporation of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the Articles of Incorporation of the Surviving Entity until duly amended; and (b) the Bylaws of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Entity until duly amended.

4. Manner and Basis of Converting Securities.

(a) *Effect on shares of the Merging Corporation:* Each share of capital stock of the Merging Corporation that is issued and outstanding (other than shares of capital stock of the Merging Corporation, if any, held in the treasury of the Merging Corporation) immediately prior to the Effective Time, on and after the Effective Time, without further action, shall cease to exist and shall be converted into one tenth (0.1) of a share of the capital stock of the Surviving Corporation. There shall not be any issued and outstanding shares of the capital stock of the Merging Corporation that will not be so converted. On or after the Effective Time, each holder of an outstanding certificate representing shares of the capital stock of the Merging Corporation shall surrender the same to the Surviving Corporation for cancellation and each holder shall be entitled upon such surrender to receive certificates for the number of shares of the capital stock of the Surviving Corporation on the basis provided herein. Until so surrendered, the outstanding shares of the capital stock of the Merging Corporation to be converted into the capital stock of the Surviving Corporation as provided herein may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation, as though said surrender and exchange had taken place.

(b) *Effect on the Surviving Corporation Common Stock.* Each share of capital stock of the Surviving Corporation that is issued and outstanding immediately prior to the Effective Time shall be unaffected and continue to be shares of the Surviving Corporation.

5. Approval. The Merger contemplated by this Agreement has previously been submitted to and approved by the Board of Directors of the Surviving Entity and by the sole shareholder and the Board of Directors of the Merging Entity. Subsequent to the execution of this Agreement by the appropriate representatives of the Merging Entity and the Surviving Entity, the proper representatives of the Merging Entity and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. Miscellaneous. Prior to the Effective Time, this Agreement may be amended or terminated by the written agreement of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the conflict of laws principles thereof. The terms and conditions of this Agreement are solely for the benefit of the parties hereto, and no individual who or entity which is not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

MERGING ENTITY

**VISTA PROPERTIES RENTALS AND
SALES, INC., a Florida corporation**

By: 
Anthony A. Kalliche, Secretary

SURVIVING ENTITY

**THE CONTINENTAL GROUP REALTY,
INC., a Florida corporation**

By: 
Tomas Roses, President