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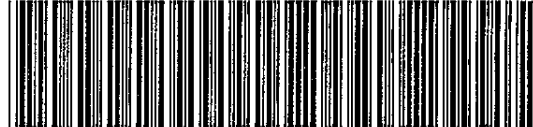
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DIVISION OF CORPORATIONS
2004 MAR 12 PM 4:16

Amend & Restated
Art.
3/15/04
DC

LEWIS R. COHEN, P.A.
Attorneys At Law
Mellon Financial Center
1111 Brickell Avenue
Suite 2920
Miami, Florida 33131

Lewis R. Cohen, Esq.
Carla A. Jones, Esq.
Brandon L. Biondo, Esq.

Writer's Direct Tel. 305-371-8177
Writer's Direct Fax 305-358-0638

February 25, 2004

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Filing of Second Amended Articles of Incorporation

Dear Sir or Madam:

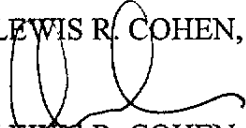
Enclosed please find the original and one copy of Second Amended and Restated Articles of Incorporation of Americana de Servicios of Miami, along with a check in the amount of \$43.75 (filing fee of \$35.00 plus certified copy fee of \$8.75).

Also enclosed is a self-addressed stamped envelope for your convenience.

If you should have any questions, please do not hesitate to contact me at any time.

Very truly yours,

LEWIS R. COHEN, P.A.


LEWIS R. COHEN, ESQ.

LRC\am
Enclosures



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

March 4, 2004

LEWIS R. COHEN, ESQ. - ATTORNEYS AT LAW
MELLON FINANCIAL CENTER
1111 BRICKELL AVE., SUITE 2920
MIAMI, FL 33131

SUBJECT: AMERICANA DE SERVICIOS OF MIAMI, INC.
Ref. Number: P93000052436

We have received your document for AMERICANA DE SERVICIOS OF MIAMI, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

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) 245-6906.

Darlene Connell
Document Specialist

Letter Number: 704A00014593

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DIVISION OF CORPORATIONS

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
AMERICANA DE SERVICIOS OF MIAMI, INC.**

Pursuant to the provisions of Florida Statute § 607.1007 of the Florida Business Corporation Act, the undersigned corporation adopts the following Second Amended and Restated Articles of Incorporation:

1. The name of the corporation is AMERICANA DE SERVICIOS OF MIAMI, INC. (the "Corporation").

2. These Second Amended and Restated Articles of Incorporation of the Corporation were duly adopted by written consent executed by the shareholders of the Corporation pursuant to Florida Statute § 607.0821 of the Florida Business Corporation Act.

3. On August 29, 2003, the Corporation filed its Amended and Restated Articles of Incorporation. Except as further amended herein, the Articles of Incorporation as amended on August 29, 2003, shall remain the same and be renumbered in the following manner:

ARTICLE I - NAME

The name of this Corporation is AMERICANA DE SERVICIOS OF MIAMI, INC.

ARTICLE II - DURATION

The term of existence of the Corporation is perpetual.

ARTICLE III - PURPOSE

The Corporation may transact any and all lawful business in the State of Florida, including money transmission services.

ARTICLE IV - CAPITAL STOCK

The aggregate number of shares which the Corporation has authority to issue is 5,000 all of which shall be common shares (\$1.00 par value each).

ARTICLE V - REGISTERED OFFICE AND AGENT

The street address of the registered office of the Corporation is 10550 S.W. 8th Street, Miami, Florida 33174 and the name of the Corporation's registered agent at that address is Lewis R. Cohen, Esq., Lewis R. Cohen, P.A., 1111 Brickell Avenue, Suite 2920, Miami, Florida 33131.

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ARTICLES VI - DIRECTORS

The business of the Corporation shall be managed by majority of the stockholders of the Corporation rather than by a board of directors. Notwithstanding, by vote of the majority of stockholders, stockholders may agree that the business of the Corporation shall be managed by the board of the directors. The Corporation may have three directors appointed by majority vote of the shareholders.

ARTICLES VII - BYLAWS

The power to adopt, alter, amend or repeal bylaws shall be vested in the stockholders of the Corporation.

ARTICLE VIII - AMENDMENT OF ARTICLES

The shareholders shall have power to adopt, amend, alter, change or repeal these articles of incorporation when proposed and approved at a stockholders meeting, with no less than a majority vote of the common stock.

ARTICLE IX - PREEMPTIVE RIGHTS AND RESTRICTIONS ON TRANSFER

9.1 Certain Definitions.

(a) Approved Transfers. The term "Approved Transfers" shall mean: (i) any Transfer or series of Transfers approved in writing by the Shareholders owning a majority of the Shares at the time of such approval; or (ii) any other Transfer made in compliance with the terms hereof.

(b) Bona Fide Offer. The term "Bona Fide Offer" shall mean a bona fide offer in writing from an independent unaffiliated party (who must be financially capable of carrying out the terms of such bona fide offer), in a form legally enforceable against such party. In order to qualify as a bona fide offer, an offer must disclose the identity of the principals making the offer and be accompanied by: (i) current financial statements of the offeror prepared in accordance with generally accepted accounting principles and compiled or certified as to their accuracy in customary and acceptable form by a certified public accountant demonstrating the ability of the offeror to carry out its terms and (ii) a letter from offeror's bank reflecting offeror's ability to carry out the terms of the offer.

(c) Legal Representative. The term "Legal Representative" shall mean the personal representative, executor, or administrator of a Shareholder's estate. Said term shall also include the beneficiary entitled to inherit any Shares if there is no personal representative, executor, or administrator of a Shareholder's estate.

(d) Person. The term "Person" shall mean any individual, firm, joint venture, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, trust or other artificial entity.

(e) Shareholder. The term "Shareholder" shall mean the Shareholders and any Person (other than the Company) who becomes a transferee of Shares permitted by this Agreement (including pursuant to a Transfer permitted by this Agreement).

(f) Shares. The term "Shares" shall mean shares of common stock of the Company owned by a Shareholder.

(g) Transfer. The term "Transfer" shall mean any transfer, sale, assignment, gift, pledge, exchange, encumbrance or other disposition.

(h) Valuation Date. The term "Valuation Date" shall mean December 31 of each year or any other date acceptable to the parties hereto.

9.2 Restrictions on Transfer.

(a) Prohibition Against Transfers. Except for Approved Transfers and as otherwise expressly permitted by this Agreement, no Transfer of any Shares held by any Shareholder (or any other securities hereafter issued with respect to such Shares, whether by stock dividend, stock split, merger, exchange, reorganization or otherwise) or any interest in any of such Shares may be made by a Shareholder to any Person, whether voluntarily or by operation of law.

(b) Certain Agreements by Transferees. No permitted or Approved Transfer shall be valid or permitted, nor shall any transferee of Shares by means of a permitted or Approved Transfer have any rights hereunder, until the transferee shall have executed and delivered to the Company a counterpart of any then-existing and current Shareholder's Agreement or, if requested by the Company, a separate agreement embodying with respect to such transferee the restrictions contained in this Article. The failure or refusal of a transferee to execute and deliver to the Company such an agreement shall not limit the applicability of these restrictions to the Shares transferred.

(c) Pledges. A Shareholder may not pledge or encumber any Shares, in any manner whatsoever, without the prior written consent of a majority of the Shareholders.

9.3 Bona Fide Offer; Rights of First Refusal.

(a) Bona Fide Offer; Right of First Refusal. In the event that any Shareholder receives a Bona Fide Offer (the "Selling Shareholder") to purchase the Shares owned by the Selling Shareholder (the "Offered Shares") and the Selling Shareholder desires to accept such Bona Fide Offer, the Selling Shareholder shall promptly send notice to the other Shareholders

(the "Remaining Shareholders") in the manner required by this Agreement, first irrevocably offering to sell all (and not less than all) of the Offered Shares to the Remaining Shareholders at a price equal to the price offered for such Offered Shares, on such terms and conditions as are contained in the Bona Fide Offer. The notice shall contain a true and complete copy of the Bona Fide Offer (as defined in Section 9.1(b) above). The Remaining Shareholders shall then have such rights and privileges, for the prescribed time periods, as are set forth below.

(b) Right of First Refusal Election Periods. In the event that a Bona Fide Offer to purchase Shares has been received, and notice in compliance with Section 9.3(a) has been sent by the Selling Shareholder to the Remaining Shareholders, the Remaining Shareholders (pro rata, in proportion to the ownership of Shares in the Company by the Remaining Shareholders, or in such other proportion as they shall otherwise agree upon) shall for a period of thirty (30) days after receipt of the Selling Shareholder's notice, have the right, at their sole option, to purchase all (and not less than all) of the Offered Shares at a price determined in accordance with Section 9.3(a) on such terms and conditions as are contained in the Bona Fide Offer. Such option may be exercised by a Remaining Shareholder by providing the Selling Shareholder and the other Remaining Shareholders with a written notice (the "Notice") advising of the intent to exercise such option. If any Remaining Shareholder fails to exercise his option hereunder with regard to his pro rata portion of the Offered Shares within the thirty (30) day period, the other Remaining Shareholder(s) shall have an additional ten (10) day period in which to exercise an option to purchase such shares on the same terms as stated hereunder.

(c) Notice and Closing. The Notice shall specify the identity of the Remaining Shareholder(s) who is purchasing the Offered Shares and a closing date and time, which closing shall occur no later than sixty (60) days after the expiration of the successive thirty (30) day and ten (10) day periods described above. The closing shall be held at the Company's offices or at any other location designated by the purchaser(s).

(d) Tag-Along Rights. In the event that the Company and the Remaining Shareholders fail to elect to purchase all of the Offered Shares pursuant to Section 9.3(b) and upon expiration of the 30-day and 15-day periods provided for in Section 9.3(b), each Remaining Shareholder that has not elected to purchase any Offered Shares (and only such Remaining Shareholders) shall have a period of fifteen (15) days from the date on which said 30-day and 15-day periods shall have expired within which to deliver written notice (a "Tag-Along Notice") to the Selling Shareholder of such Remaining Shareholder's (such Remaining Shareholder hereafter being referred to as a "Tag-Along Shareholder") desire to participate in the sale of Shares by the Selling Shareholder to a third party on the same terms and conditions as the Selling Shareholder and at a price per share (including all consideration to be received in such transaction) not less than the per share price contemplated by the Bona Fide Offer to the extent of all of the Shares held by the Tag-Along Shareholder. Following the delivery of the Tag-Along Notice, the Selling Shareholder shall have the right and the obligation to offer the remaining Offered Shares and the shares offered by the Tag-Along Shareholder to the party making the Bona Fide Offer within 15 days of the delivery of the Tag-Along Notice, and to keep such offer open for a period of 60 days.

(e) Right to Proceed with Sale. In the event that none of Remaining Shareholders elect, within the prescribed periods, to purchase all of the Offered Shares, the Selling Shareholder shall have the right to accept the Bona Fide Offer in whole (but not in part) and to sell all of the Offered Shares, but (i) only in strict accordance with all of the provisions of the Bona Fide Offer; and (ii) only if the sale is fully consummated within sixty (60) days after the expiration of the successive thirty (30) day and ten (10)-day periods described in Section 9.3(b). The Selling Shareholder shall furnish such proof of the completion of the sale and the terms thereof as the Company may reasonably request.

(f) Reinstatement of Rights. If, at the end of the sixty (60) day period set forth in Section 9.3(d), the Selling Shareholder has not sold the Offered Shares, all of the restrictions on and procedures relating to Transfers set forth in this Agreement shall again come into effect with respect thereto.

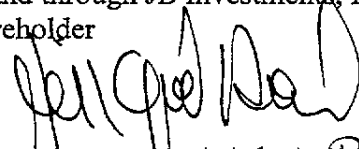
(g) Shares Subject to this Agreement. In the event of any Transfer pursuant to this Section 9.3, at any time and from time to time, the transferee shall take such Shares pursuant and subject to all of the provisions, conditions and agreements set forth in this Article IX, and, as a condition precedent to the transfer of such Shares to the transferee, the transferee shall acknowledge, for and on behalf of himself, his legal representatives, and his transferees, successors and assigns, in writing, that such transferee is bound by all such provisions and conditions hereof.

ARTICLE X - CUMULATIVE VOTING

The shareholders of this Corporation shall be allowed to vote their shares cumulatively so as to give one candidate as many votes as the number of directors to be elected multiplied by the number of his shares, and to distribute them among as many candidates as he may wish. Notice must be given by any shareholder to the President or another principal officer of said Corporation not less than twenty-four hours prior to the time set for the holding of a shareholders meeting for the election of directors that said shareholder intends to cumulate his vote at said election.

IN WITNESS WHEREOF, these Second Amended and Restated Articles of Incorporation of Americana de Servicios of Miami, Inc. are hereby executed as of this 23 day of February, 2004.

AMERICANA DE SERVICIOS OF MIAMI, INC.
by and through JB Investments, Ltd., its majority
shareholder

By: 
Print Name: Miguel Buel
Title: President

CERTIFICATE OF DESIGNATION
REGISTERED AGENT / REGISTERED OFFICE

Pursuant to the provision of Section 607.325, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:
AMERICANA DE SERVICIOS OF MIAMI, INC.

2. The name and address of the registered agent and office is:
Lewis R. Cohen, Esquire
Lewis R. Cohen, P.A.
1111 Brickell Avenue
Suite 2920
Miami, FL 33131

SIGNATURE: 
TITLE: Attorney
DATE: 4/8/04

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I ACCEPT THE DUTIES AND OBLIGATIONS OF SECTION 607.325, FLORIDA STATUTES.

SIGNATURE: 
TITLE: Registered Agent