

PEÑALVER & PEÑALVER

PROFESSIONAL ASSOCIATION
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MIAMI, FLORIDA 33131

RAFAEL A. PEÑALVER, JR.
AURORA PEÑALVER SALAS

P96000083948

SECRET
DIVISION OF CORPORATIONS
FILED
OCT 10 1996
TELEPHONE (305) 528-9000
TELEFAX (305) 371-8137

October 2, 1996

Secretary of State
Corporate Records Bureau
Division of Corporations
Department of State
P.O. Box 6327
Tallahassee, Florida 32314

100001967171
-10/08/96--01057--011
****122.50 ****122.50

RE: ZIGAR OF MIAMI, INC.

Dear Sir/Madam:

Enclosed please find the following documents for filing the above-referenced company with the State of Florida:

1. Original Articles of Incorporation and one copy.
2. Filing fee in the amount of \$122.50.
3. Certificate of Resident Agent.

If additional information is needed, do not hesitate to call.

Thank you.

B. Ferrer
Barbara Ferrer
Paralegal

Encls.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 OCT -7 AM 8:41

5/10/11

ARTICLES OF INCORPORATION
OF
ZIGAR OF MIAMI, INC.

RECEIVED
DIVISION OF CORPORATIONS
\$6 OCT -7 AM 8:41

The undersigned subscriber to these Articles of Incorporation, being a natural person competent to contract, and to form a corporation under the laws of the State of Florida, hereby declares:

ARTICLE I - NAME

The name of this Corporation is ZIGAR OF MIAMI, INC.

ARTICLE II - DURATION

This Corporation is to exist perpetually. It shall commence its existence on its filing date.

ARTICLE III - PURPOSE

This Corporation is organized for the purpose of transacting any or all business permitted under the laws of the United States of America and the laws of the State of Florida.

ARTICLE IV - CAPITAL STOCK

The authorized capital stock of this Corporation shall consist of One Hundred (100) shares of common stock, all having a par value of One Dollar per share.

ARTICLE V - INITIAL CAPITAL

The amount of capital with which this Corporation shall commence its business operations is One Hundred Dollars (\$100.00).

ARTICLE VI - PRE-EMPTIVE RIGHTS

Restrictions on Transfer of Common Shares

Section 1. Option to Corporation. No shareholder shall dispose of or encumber all or any part of his common shares without the unanimous written consent of all other shareholders then holding common shares, or, in the absence of such written consent, without first giving to the Corporation at least sixty (60) days' prior written notice of his intention to dispose of or encumber the same, designating therein the number of common shares involved, all of the terms and conditions of the proposed

disposition or encumbrance, and the name and address of each prospective transferee or encumbrance. Within the sixty (60) day period, a meeting of all of the shareholders then holding common shares shall be called by the Corporation upon not less than ten (10) days' nor more than thirty (30) days' written notice, and such meeting shall be held at the principal office of the Corporation, or at the offices of legal counsel for the Corporation. At such meeting, all of the common shares which are indicated in the written notice to be disposed of or encumbered shall be offered for sale and shall be subject to an option to purchase all or any portion thereof on the part of the Corporation, which option shall be exercised, if at all, at the time of such meeting. The purchase by the Corporation shall be at the price, if any, stated in such notice of the proposed disposition or encumbrance, or at the book value (determined as provided in Section 8 of this Article) of such common shares as of the last day of the month immediately preceding the date of such notice, whichever is the lesser, and such price shall be paid as provided in Section 3 of this Article.

Section 2. Option to Shareholders. If all of the common shares which are indicated in the written notice to be disposed of or encumbered are not purchased by the Corporation in accordance with the provisions of Section 1 of this Article, then all of the remaining common shares which are indicated in the written notice to be disposed of or encumbered not so purchased shall be offered for sale and shall be subject to an option on the part of each of the other shareholders then holding common shares to purchase a proportionate share thereof, which option shall be exercised, if at all, at the time of the meeting of shareholders called pursuant to Section 1 hereof.

The terms "proportionate share", as used in this Section and in Section 6 of this Article, shall mean that proportion of the common shares offered for sale to the other shareholders then holding common shares which the number of common shares owned by each of the shareholders then holding common shares bears to the number of common shares (other than those held by the disposing or encumbering shareholder) of all the shareholders then holding common shares. In addition, if any of the common shares so offered for sale are not purchased by the shareholder first entitled to purchase the same, the terms "proportionate share" shall include that portion of the common shares offered for sale to the other shareholders then holding common shares not purchased by the shareholder first entitled thereto which the number of common shares owned by each of the shareholders then holding common shares bears to the common shares (other than those held by the disposing or encumbering shareholder) owned by all the shareholders then holding common shares other than the shareholder first entitled thereto.

Notwithstanding any other term or provision of this Article:
(a) in any particular instance none of the options granted pursuant to Section 1 and Section 2 hereof may be exercised unless, with respect to any particular notice of proposed disposition or encumbrance, all of the common shares indicated in the notice of disposition or encumbrance to be disposed of or encumbered are purchased by the Corporation and/or other shareholders then holding common shares pursuant to Sections 1 and/or 2 hereof; and, (b) in the event a notice of disposition or encumbrance specifies a consideration in other than cash or a cash-equivalent, in exercising their options pursuant to Sections 1 and/or 2 hereof, the Corporation and/or other shareholders then holding common shares may pay a cash-equivalent consideration; and, (c) in the event of the exercise of the options granted pursuant to Sections 1 and 2 hereof, the Corporation and/or the other exercising shareholders then holding common shares shall use their best reasonable efforts to provide capital gains treatment upon such exercise(s) to the disposing or encumbering shareholder (e.g., the sale to the other exercising shareholders then holding common shares shall be consummated prior to any redemption by the Corporation).

The purchase price to be paid for any common shares purchased pursuant to this Section shall be the same as the price to be paid by the Corporation under the provisions of Section 1 of this Article, and such price shall be paid as provided in Section 2 of this Article.

Section 3. Payment of Price. Upon the purchase of common shares by the Corporation or by any shareholder under the provisions of Section 1 or 2 hereof, the purchase price for such common shares shall be paid at the election of the purchaser:

(a) in full at the meeting at which such common shares are offered for sale; or,

(b) pursuant to the terms, if any, stated in such notice or proposed disposition or encumbrance; or,

(c) at least 20% of the purchase price shall be paid at the meeting at which such common shares are offered for sale, and the balance of the purchase price shall be paid in three (3) equal annual installments. The total unpaid balance of the purchase price shall be evidenced by a promissory note of the purchaser, bearing interest at the prime rate then in effect on the unpaid balance thereof. The purchaser shall have the right, from time to time, to prepay all or any of the unpaid balance of the purchase price.

Section 4. Release from Restrictions. If all (and not less than all) of the common shares indicated in the written notice to be disposed of or encumbered are not purchased by the corporation or by the Shareholders then holding common shares in accordance with the provisions of Sections 1 or 2 hereof, then the shareholder desiring to dispose of or encumber the same may make a bona fide disposition or encumbrance of such common shares to the prospective transferee or encumbrance named in this notice to the Corporation pursuant to Section 1 hereof, such disposition or encumbrance to be made only in strict accordance with the terms and conditions stated in said notice; provided, however, that such disposition or encumbrance of such common shares may be made free from the restrictions of Sections 1 and 2 only within a period of thirty (30) days following the date of the meeting of the shareholders called pursuant to Section 1 hereof, and if not made within that time, such common shares shall thereafter be subject to all of the restrictions imposed by this Article.

Section 5. Purchase on Death. Upon the death of any shareholder (hereinafter referred to as the "Decedent"), the Corporation shall purchase all (and not less than all) of the common shares owned by the Decedent at his death, and the Decedent's Executor(s), Administrator(s), or other legal representative(s) shall offer to sell and surrender to the Corporation all such common shares; provided, however, that, in the case of all common shares held in joint tenancy with right of survivorship, the provisions of this Section 5 shall not operate until the death of the last joint tenant to die. The purchase price to be paid by the Corporation for each such common share so purchased shall be the "value" ("value" determined as provided in Section 8 of this Article) of such common shares as of the last day of the month prior to the month in which the death of the Decedent occurs. Such sale and purchase shall take place at a meeting at the principal office of the Corporation, or at the offices of legal counsel for the Corporation, called by the Corporation upon not less than ten (10) days' nor more than thirty (30) days' written notice to all shareholders then holding common shares and the Executor, Administrator, or other legal representative of the Decedent, designating the time, date, and purpose of such meeting, which date shall be not more than one hundred twenty (120) days nor less than thirty (30) days following the date of qualification of the Executor, Administrator, or other legal representative of the Decedent. The purchase price to be paid by the Corporation shall be paid as provided in Section 7 of this Article.

The obligation of the Corporation to purchase common shares as provided in this Section shall be subject to any limitations imposed by law, the Articles of Incorporation of the Corporation, or agreements between the Corporation and its lenders, with respect to purchase by the Corporation of common shares of its stock; provided, however, that if the surplus of the Corporation and the portion of its stated capital allocable to the common

shares to be purchased shall be insufficient to permit it lawfully to purchase all of the common shares which it is obligated to purchase hereunder, then the Executor(s), Administrator(s), or other legal representative(s) of the Decedent, and the other shareholders then holding common shares shall promptly take, or cause to be taken, such action, other than the contribution of additional amounts of capital, as may be necessary or appropriate to enable the Corporation to lawfully purchase and pay for all the common shares which it is obligated to purchase.

Section 6. Option to the Surviving Shareholders. If the Corporation does not purchase all of the common shares for which it has an obligation to purchase under the provisions of Section 5 hereof, then the Executor(s), Administrator(s), or other legal representative(s) of the Decedent shall offer to sell and each of the other or surviving shareholders then holding common shares shall have an option to purchase a proportionate share (as defined in Section 2 of this Article) of all (and not less than all) of such common shares not so purchased by the Corporation at their "value" (determined as provided in Section 8 of this Article). Such option shall be exercised by the other or surviving shareholders then holding common shares, if at all, at the time of the meeting called by the Corporation pursuant to Section 5 hereof, and, again, such option shall be exercised in such manner as to, if possible, provide capital gains treatment for the Decedent's estate (e.g. the sale to surviving shareholders then holding common shares shall be consummated prior to any redemption by the Corporation). The purchase price shall be paid as provided in Section 7 of this Article. If all of such common shares are not so purchased by the Corporation or the other or surviving shareholders, then the Executor(s), Administrator(s) or other legal representative(s) of the Decedent may cause the Corporation to transfer all the common shares to the heir or legatee of the Decedent.

Section 7. Payment of Price. Upon the purchase of common shares by the Corporation or by any shareholder under the provisions of Sections 5 or 6, the purchase price to be paid by the purchaser shall be paid at the election of the purchaser:

(a) In full at the meeting at which such common shares are offered for sale; or

(b) At least 20% of the purchase price shall be paid at the meeting at which such common shares are offered for sale, and the balance of the purchase price shall be paid in 3 equal annual installments. The total unpaid balance of the purchase price shall be evidenced by a promissory note of the purchaser, bearing interest at the prime rate then in effect on the unpaid balance thereof. The purchaser shall have the right, from time to time, to prepay all or any part of the unpaid balance of the purchase price.

Section 8. Value and Book Value of Common Shares. (1) Whenever in this Article the term "value" is used, it shall mean the value of the common share or common shares, as of the applicable date, determined in the following manner:

(a) Until changed pursuant to (b) below, the value of each common share shall be fixed at One Dollar.

(b) At each annual meeting of the shareholders of the Corporation, or more frequently at a meeting called by any of the shareholders for this purpose, the value of each common share shall be fixed by the unanimous decision of all of the shareholders then holding common shares, and shall be endorsed in the minutes of said meeting. Each value set forth in said minutes shall be verified by the signatures of the President or Vice President and of the Secretary or Assistant Secretary of the Corporation. If the shareholders shall fail to so fix the value of each common share at any such meeting, the value determined at the prior meeting shall be deemed to be the value of each such common share; at two (2) successive meetings, then the value of each common share to be purchased pursuant to the provisions of this Article shall be determined by the decision of three (3) appraisers in the following manner:

(i) One appraiser shall be promptly appointed by the Executor(s), Administrator(s), or other legal representative(s) of the Decedent, and the second promptly appointed by the Corporation. The third appraiser shall be appointed by the mutual agreement of the first two appraisers so appointed, or if such first two appraisers fail to agree upon a third appraiser, such third appraiser shall be appointed by the judge of the Circuit Court of Dade County, Florida, in his individual capacity.

(ii) The "value" of such common shares agreed upon in writing by any two of the three (3) appraisers so appointed shall be final, binding, and conclusive upon the Executor(s), Administrator(s), or other legal representative(s) of the Decedent, the Corporation, and all of the shareholders then holding common shares.

(iii) The costs of each appraiser appointed by the Executor(s), Administrator(s), or other legal representative(s) of the Decedent or the Corporation shall be borne by the person appointing such appraiser. The costs of the third appraiser shall be borne equally by the Executor(s), Administrator(s), or other legal representative(s) of the Decedent and the Corporation.

(2) Whenever in this Article the term "book value" is used, it shall mean the book value of the common share or common shares as of the applicable date, as determined from the books and records of the Corporation in accordance with generally accepted accounting principles by the accountant or accounting firm then regularly servicing the Corporation, and such determination when made, certified and delivered to the Corporation, shall be binding upon the Corporation and upon all shareholders then holding common shares.

Section 9. Delivery of Common Shares. Whenever any common shares are purchased by the Corporation or any of the shareholders pursuant to the terms of this Article, the Seller shall, at the meeting at which such common shares are offered for sale, deliver to the Corporation or the purchasing shareholders, as the case may be, a certificate or certificates representing such common shares, duly endorsed for transfer together with all other documents necessary to consummate such purchase and effectively transfer such common shares to the purchaser or purchasers.

Section 10. Endorsement of Stock Certificates. All certificates representing common shares of the Corporation shall be endorsed as follows:

"The common shares of the capital stock represented by this certificate are subject to the restrictions and options stated in, and are transferable only upon compliance with, the provision of Article _____ of the Code of Regulations of the Corporation, a copy of which is on file in the office of the Secretary and will be supplied to any shareholder upon five (5) days' prior written notice".

After endorsement, the certificate shall be issued to the shareholders who shall, subject to the terms of this Article be entitled to exercise all rights of ownership of such common shares.

ARTICLE VII - INITIAL OFFICE

The street address and mailing address of the initial office of the Corporation is: 8826 Sunset Drive,
Miami, Florida 33173.

ARTICLE VIII - REGISTERED AGENT

The name of the registered agent authorized to accept service of process on behalf of the Corporation is Jorge Luis Ferrer located at: 8826 Sunset Drive
Miami, Florida 33173.

ARTICLE IX - INITIAL BOARD OF DIRECTORS

This Corporation shall have one (1) director initially. The number of Directors may be increased or diminished from time to time in such manner as may be prescribed by the Bylaws, but shall never be less than one (1).

ARTICLE X - INITIAL DIRECTORS

The name and street address of the initial member of the Board of Directors of this Corporation is:

NAME	ADDRESS
JORGE LUIS FERRER	<u>8826 Sunset Drive</u> <u>Miami, Fl. 33173</u>

ARTICLE XI - INDEMNIFICATION

This Corporation shall indemnify and hold harmless each person who shall serve at any time hereafter as a director or officer of the Corporation, as a director or officer of any other corporation, from and against any and all claims and liabilities to which such person shall become subject by reason of his having heretofore or hereafter taken or omitted by him as such director or officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any claims or liability provided that no person shall be indemnified against, or be reimbursed for, any expenses incurred in connection with any claim or liability as to which it shall be adjudged that such officer or director is liable for negligence or willful misconduct in the performance of his duties.

The rights accruing to any person under the foregoing provisions shall not exclude any other right to which he may be lawfully entitled nor shall anything herein contained restrict the right of the Corporation to indemnify or reimburse such person in any proper case even though not specifically herein provided for.

No contract or other transaction between this Corporation and any other corporation, and no act of this Corporation shall in any way be effected or invalidated by the fact that any of the directors of the Corporation are pecuniarily or otherwise interest in, or are directors or officers of, such other corporation; any director individually, or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Corporation, provided that the fact that he or such firm so interested shall be disclosed or shall have been known to the Board of Directors of such member thereof as shall be present at any meeting of the Board at which action upon may

such contract or transaction shall be taken; and any director of the Corporation who is also a director or officer of such other corporation or is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize any such contract or transaction, but may not vote to authorize any such contract or transaction.

ARTICLE XII - REMOVAL OF DIRECTORS

Any Director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of Directors, at a special meeting of shareholders, called expressly for that purpose.

ARTICLE XIII - INCORPORATORS

The name and street address of the subscriber to these Articles of Incorporation is:

JORGE LUIS FERRER

8826 Sunset Drive
Miami, Fl. 33173 APT D118

ARTICLE XIII - BYLAWS

The shareholders, by vote of a majority of the outstanding shares entitled to vote, may alter, amend, or repeal these bylaws.

ARTICLE XIV - POWERS

This Corporation shall have all powers necessary or convenient to effect its purposes as enumerated in the Florida General Corporation Act.

All corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be managed under the direction of the Board of Directors except as otherwise reserved by the shareholders herein.

ARTICLE XV - AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 30 day of September 1996.



JORGE LUIS FERRER
Incorporator

STATE OF FLORIDA :
COUNTY OF DADE :

BEFORE ME, a Notary Public authorized to take acknowledgments in the State of Florida, personally appeared JORGE LUIS FERRER who is personally known to me and who acknowledged before me that he executed the foregoing Articles of Incorporation, and that he subscribed these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the City of Miami, State of Florida, this 30 day of September, 1996.


NOTARY PUBLIC

My Commission Expires:



KRISTINE NAPOLIS
My Commission: OC408848
Expires Dec. 08, 1998

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the
following is submitted, in compliance with said Act:

First - That desiring to organize under ZIGAR OF MIAMI, INC. the
laws of the State of Florida with its principal place of
business located in the City of Miami, County of Broward,
has named JORGE LUIS FERRER located at 8826 Sunset Drive
Miami, Fl. 33173 APT D11B as its agent to accept
service of process within the State of Florida.

Dated: September 30, 1996.

ACKNOWLEDGMENT

Having been named to accept service of process for
ZIGAR OF MIAMI, INC., at the place designated in this
certificate, I hereby accept to act in this capacity, and agree
to comply with the provisions of all statutes relative to the
proper and complete performance of my duties.


JORGE LUIS FERRER
Resident Agent

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