

P97000104604

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

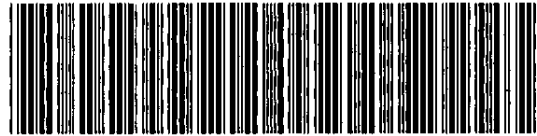
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FILED
10 MAY -7 AM 10:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Morgan 5/10/10



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 27, 2010

LARRY COAPMAN
3700 MERCANTILE AVE
NAPLES, FL 34104

SUBJECT: C & C TIRE AND AUTO SERVICE, INC.
Ref. Number: P97000104604

We have received your document for C & C TIRE AND AUTO SERVICE, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The current name of the entity is as referenced above. Please correct your document accordingly.

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) 245-6916.

Carol Mustain
Regulatory Specialist II

Letter Number: 710A00010325

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: C & C TIRE & AUTO SERVICE INC.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

LARRY COAPMAN

Contact Person

C & C TIRE & AUTO SERVICE INC

Firm/Company

3700 MERCANTILE AVE

Address

NAPLES FL 34104

City/State and Zip Code

CAUDCI@SLBB.NET

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

LARRY COAPMAN

Name of Contact Person

At (239) 643-7595

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

ARTICLES OF MERGER
POLISENA ENTERPRISES INC, A FLORIDA CORPORATION
AND
C & C TIRE AND AUTO SERVICE, INC., A FLORIDA CORPORATION
INTO
C & C TIRE AND AUTO SERVICE, INC., A FLORIDA CORPORATION

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations, Polisena Enterprises, a Florida Corporation, and C & C Tire And Auto Service, Inc., a Florida Corporation, adopt the following Articles of Merger for the purpose of merging Polisena Enterprise, a Florida Corporation, and C & C Tire And Auto Service, Inc., a Florida Corporation into C & C Tire And Auto Service, Inc., a Florida Corporation.

1. The Plan and Agreement of Merger setting forth the terms and conditions of the merger of Polisena Enterprises Inc, a Florida Corporation and C & C Tire And Auto Service, Inc., a Florida Corporation, into C & C Tire And Auto Service, Inc., a Florida Corporation, is attached to these Articles as an exhibit incorporated herein by reference.

2. Adoption of Merger by the surviving corporation: The Plan of Merger was adopted by the shareholders of the surviving corporation on July 23, 2007.

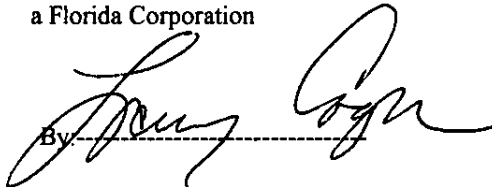
3. Adoption of Merger by the merging corporation: The plan of Merger was adopted by the shareholders of the merging corporation on July 23, 2007.

4. The effective date of the merger shall be the date of filing of the Articles of Merger with the State of Florida.

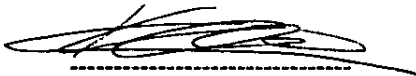
5. The Laws of the State of Florida, the jurisdiction of the organization of Polisena Enterprise Inc, a Florida Corporation, and the jurisdiction of the organization of C & C Tire And Auto Service, Inc., a Florida Corporation, permit the merger contemplated by the Plan and Agreement of Merger, and the Laws of the State of Florida have been complied with or, on fulfillment of all filing and recording requirements set forth by the applicable Laws of the State of Florida, will have been complied with.

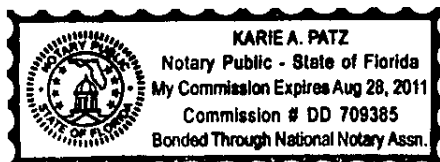
IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of January 2, 2008.

Polisena Enterprise Inc,
a Florida Corporation

By: 

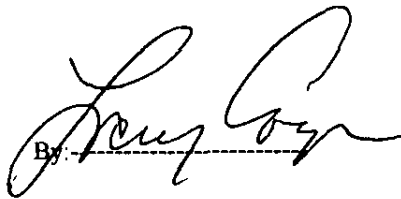
ATTEST



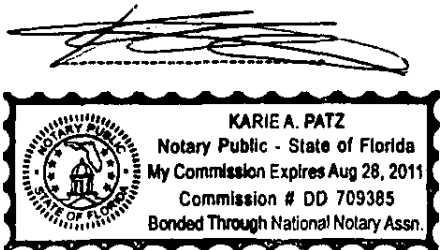


C & C Tire And Auto Service, Inc.,
a Florida Corporation

FILED
10 MAY - 7 AM 10:23
CLERK OF STATE
TALLAHASSEE, FLORIDA

By: 

ATTEST:



PLAN AND AGREEMENT OF MERGER

This is a Plan and Agreement of Merger between Polisen Enterprise Inc, a Florida Corporation and C & C Tire And Auto Service, Inc., a Florida Corporation, { Polisen Enterprise Inc, a Florida Corporation , shall hereafter be referred to as "Merging Corporation" and C & C Tire and Auto Service, Inc., a Florida Corporation hereafter referred to as the "Surviving Corporation"}.

ARTICLE I - PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Polisen Enterprise, a Florida Corporation, and C & C Tire And Auto Service, Inc., a Florida Corporation, pursuant to section 606.1101 and 607.1107 of the Florida Statutes, and section 368{a}{1}{A} of the Internal Revenue Code is adopted as follows:

{a} The Merging corporation shall be merged with and into the Surviving Corporation, to exist and be governed by the laws of the State of Florida.

{b} The Name of the surviving Corporation shall be C & C Tire And Auto Service, Inc., a Florida Corporation, with its principal office located at 3700 Mercantile Ave, Naples, FL 34104.

{c} When this agreement shall become effective, the separate corporate existence of the Merging Corporation, shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Corporation, and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

{d} When this agreement shall become effective, the Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as the assets of the Surviving Corporation.

{e} The shareholders of the Merging Corporation will surrender all of their shares in the manner hereinafter set forth.

{f} In exchange for the shares of the Merging Corporations surrendered by their shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article IV below, shares of its common stock.

{g} The shareholders of the Surviving Corporation will retain their shares as shares of the Surviving Corporation.

{h} Except as provided in Article VII hereof, the Articles of Incorporation of the Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

EFFECTIVE DATE

1.02 The effective date of the merger shall be the date of the filing of the Articles of Merger with the Secretary of State of Florida.

ARTICLE II- REPRESENTATIONS AND WARRANTIES
OF CONSTITUENT CORPORATION

POLISENA ENTERPRISE INC, A FLORIDA CORPORATION

2.01 As a material inducement to the Surviving Corporation, is to execute this Agreement and perform its obligations under this Agreement, Polisena Enterprise Inc, a Florida Corporation, represents and warrants to the Surviving Corporation as follows:

{a} Polisena Enterprise Inc, a Florida Corporation, is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

{b} Polisena Enterprise Inc, a Florida Corporation, has an authorized capitalization of one thousand {1000} shares of common stock, each with a par value of \$1.00, of which Five Hundred Seventy Six {576} shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Agreement.

{c} Polisena Enterprise Inc, a Florida Corporation, has furnished the Surviving Corporation with a balance sheet as of December 31, 2007. This financial statement {I} is in accordance with the books and records of Polisena Enterprise Inc, a Florida Corporation, {II} fairly presents the financial condition of Polisena Enterprise Inc, a Florida Corporation, as of the date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and {III} contains and reflects, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts. Specifically, but not by way of limitations, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of its debts, liabilities, and obligations of any nature{ whether absolute, accrued, contingent, or otherwise, and whether due or to become due} of Polisena Enterprise Inc, a Florida Corporation, at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

{d} All required federal, state, and local tax returns of Polisena Enterprise Inc, a Florida Corporation, have been accurately prepared and duly and timely filed and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Polisena Enterprise Inc, a Florida Corporation, has not been delinquent in the payment of any tax or assessment.

{e} The merger contemplated by this Plan and Agreement of Merger is permitted by the Laws of the State of Florida, and this Plan and Agreement of Merger fully complies with the laws of the State of Florida.

SURVIVING CORPORATION

2.03 As a material inducement to the Merging Corporation. To execute this Agreement and perform their obligations under this Agreement. The Surviving Corporation, represents and warrants to the Merging Corporation, as follows:

{a} The Surviving Corporation, is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate powers and authority to own property and carry on business as it is now being conducted.

{b} The Surviving Corporation has an authorized capitalization of two thousand {2000} shares of common stock. As of the date of this Agreement, six hundred six {606} shares of the common stock are

validly issued and outstanding, fully paid and non-assessable.

{c} The Surviving Corporation, has furnished the Merging Corporation with a balance sheet of the Surviving Corporation, as of January 1, 2008. This financial statement {1} is in accordance with the books and records of the Surviving Corporation, {11} fairly presents the financial condition of the Surviving Corporation, as of the date and the results of its operations as of and for the period specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and {111} contains and reflects, in accordance with generally accepted accounting principals consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts. Specifically, but not by the way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature {whether absolute, accrued, contingent, or otherwise, and whether due or to become due} of the Surviving Corporation, at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

{d} All required federal, state, and local tax returns of the Surviving Corporation, have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the period covered by the returns have been paid. The Surviving Corporation has not been delinquent in the payment of any tax or assessment.

{e} The merger contemplated by this Plan and Agreement of Merger is permitted by the Laws of the State of Florida, and this Plan and Agreement of Merger fully complies with the laws of the State of Florida.

ARTICLE III- COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01 Except as limited by this paragraph 3.01. Pending consummation of the merger. Each of the constituent corporation will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact. Except with the prior consent in writing of the Surviving Corporation, pending consummation of the merger. The Merging Corporation, shall not:

- {a} Declare or pay any dividend or make any other distribution on their shares.
- {b} Create or issue any indebtedness for borrowed money.
- {c} Enter into any transactions other than those involved in carrying on their ordinary course of Business

Submission to Shareholders.

3.02 This Agreement shall be submitted separately to the shareholders of the constituent corporation in the manner provided by the Laws of the State of Florida for approval.

Conditions Precedent to Obligations

3.03 Except as may be expressly waived in writing by the Merging Corporation, all of the obligations of the Merging Corporation, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Surviving Corporation.

{a} The representations and warranties made by the Surviving Corporation to the Merging Corporation, in Article 11 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If the Surviving Corporation, shall have discovered any material error, misstatement, or omission in

those representations and warranties on or before the Effective Date. It shall report that discovery immediately to the Merging Corporation. And shall either correct the error, misstatement, or omission or obtain a written waiver from the Merging Corporation.

{b} The Surviving Corporation, shall have preformed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

{c} No action or proceeding by any government body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

{d} All corporate and other proceedings and action taken in connection with the transactions contemplated by the Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in forms and substance to counsel for the Merging Corporation.

Conditions Precedent to Obligations of The Surviving Corporation

3.04 Except as may be expressly waived in writing by the Surviving Corporation, all of the obligations of the Surviving Corporation, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Polisena Enterprise Inc, a Florida Corporation.

{a} The representations and warranties made by Polisena Enterprise Inc, a Florida Corporation, to the Surviving Corporation, in Article 11 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If Polisena Enterprise Inc, a Florida Corporation shall discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to the Surviving Corporation, and shall either correct the error, misstatement, or omission or obtain a written waiver from the Surviving Corporation.

{b} Polisena Enterprise Inc, a Florida Corporation, shall have preformed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

{c} No action or proceeding by any government body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

{d} All corporate and other proceedings and action taken in connection with this transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for the Surviving Corporation.

ARTICLE IV- MANNER OF CONVERTING SHARES

4.01 On the effective Date, without any additional action on the part of the parties hereto, holders of the issued and outstanding common stock Polisena Enterprise Inc, a Florida Corporation, shall surrender their shares to the secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article IV. The shares of Polisena Enterprise Inc, a Florida Corporation, following the exchange shall be cancelled without payment of any additional consideration and without conversion.

Basis

4.02 The shareholders of Polisena Enterprises Inc, a Florida Corporation, shall be entitled to receive

one {1} share of common stock of the Surviving Corporation, for each share of common stock of Polisen Enterprise Inc, a Florida Corporation.

Shares of Surviving Corporation

4.03 The currently outstanding six hundred six {606} shares of common stock of the Surviving Corporation, shall remain outstanding as common stock of the Surviving Corporation.

ARTICLE V-DIRECTORS AND OFFICERS

Directors and officers of Surviving Corporation

5.01 {a} The present Board of Directors of the Surviving Corporation, shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

{b} If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

{c} All persons who as of the Effective Date of the merger shall be executive or administrative officers of the Surviving Corporation, shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE VI- BY LAWS

Bylaws of Surviving Corporation

6.01 The bylaws of the Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law

ARTICLE VII-NATURE AND SURVIVAL OF WARRANTIES

Nature and survival of representations and warranties

7.01 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Merging Corporation, The Surviving Corporation, or the stockholder pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE VIII- TERMINATION

Circumstance

8.01 This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State of Florida, notwithstanding the approval of the shareholders of the constituent corporation:

{a} By mutual consent of the Board of Directors of the constituent corporation.

{b} At the election of the Board of Directors of any of the constituent corporation if:

{1} The number of shareholders of the constituent corporation or of both, dissenting from the merger shall be so large as to make the merger. In the opinion of the Board of directors, inadvisable or undesirable.

{2} Any material litigation or proceeding shall be instituted or threatened against any constituent corporation, or any of their assets, that, in the opinion of the Board of Directors of the constituent corporation, renders the merger inadvisable or undesirable.

{3} Any legislation shall be enacted that, in the opinion of the Board of Directors of the constituent corporation, renders the merger inadvisable or undesirable.

{4} Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of the Board of Directors of the constituent corporation, any materially adverse change in the business or condition, financial or otherwise, of another constituent corporation.

{c} At the election of the Board of Directors of the Surviving Corporation, if without the prior consent in writing of the Surviving Corporation, Polisen Enterprise Inc, a Florida Corporation, shall have:

{1} Declared or paid any dividend or made any other distribution on its shares.

{2} Created or issued any indebtedness for borrowed money.

{3} Entered into any transaction other than those involved in carrying on its business in the Usual manner.

Notice of Liability on Termination

8.02 If an election is made to terminate this Agreement and abandon the merger:

{a} The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

{b} On the giving notice as provided in subparagraph {a}, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either of the Merging Corporations or of the Surviving Corporation as a result of the termination and abandonment.

ARTICLE IX- INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01 The Merging Corporation agree that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and other instruments. The merging Corporation, further agree to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, and powers referred to in Article I of this Agreement, and otherwise to carry out the intent and purpose of this Agreement.

Notices

9.02 Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Services for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

- {a} In the case of Polisena Enterprise Inc, a Florida Corporation, to:
Polisena Enterprise Inc, a Florida Corporation, c/o Larry Coapman
3700 Mercantile Ave, Naples, FL 34104, or to such other person or address as Polisena Enterprise Inc, a Florida Corporation, may from time to time request in writing.
- {b} In the case of the Surviving Corporation, to:
C & C Tire And Auto Service, Inc., a Florida Corporation, c/o Larry Coapman
3700 Mercantile Ave, Naples, FL 34104, or to such other person or address as the Surviving Corporation, may from time to time request in writing.

Entire Agreement; Counterparts

9.03 This Agreement and exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

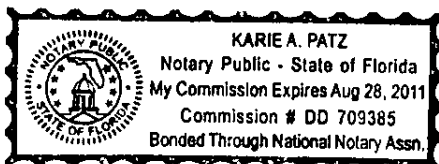
9.04 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on January 1, 2008.

Polisena Enterprise Inc,
A Florida Corporation

By: 

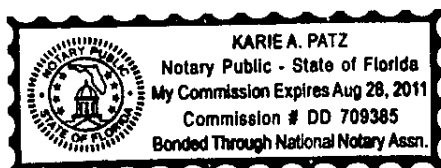
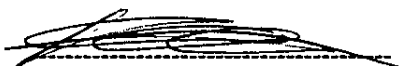
ATTEST:



C & C Tire And Auto Service, Inc,
A Florida Corporation,

By: 

ATTEST:



Federal Statements**General Footnote****Description**

Statement Pursuant to Sec 1.368-3(a) by C & C Tire and Auto Service Inc, a corporation a party to a reorganization:

Parties: C & C Tire and Auto Service Inc 65-0798058 (Surviving Corp)
Polisena Enterprises, Inc 65-0422459 (Target Corp)

Date of Reorganization: 08/01/2007

Assets and Liabilities Transferred:

Cash	\$ 8366
Loan rec - WOLS	40371
Loan rec - shareholder	15112
Building and equipment	291394
Accumulated deprec	(127104)
Land	167090
Mortgage payable	(666793)
Loan payable - stk redemp	(233000)

C&C Tire and Auto Service Inc
2007 Merger Analysis

The merger between C&C Tire and Polisena was a transfer of all assets and liabilities from Polisena to C&C Tire in exchange for 5/6 shares of C&C Tire common stock.

We transferred the following assets from Polisena to C&C Tire

103	TIB Checking	5,840.11	
104	TIB Money Market	2,526.74	
107	Loan receivable WOLS	40,371.54	
111	Loan receivable Nikos Chintakis	111,549.43	
114	Loan receivable - Larry Coapman	15,112.87	
204	Equipment	76,653.74	
205	Transportation equipment	1,863.00	
206	Sign	1,936.43	
207	Building	251,270.16	
209	Land	167,090.56	
210	Accumulated depreciation	(163,406.92)	
225	Loan costs	34,924.01	
225.01	Accum amort - loan costs	<u>0.00</u>	
			545,731.67

We transferred the following liabilities to C&C Tire

404	Loan payable TIB Bank	(666,793.51)	
408	Repurchase Stock	<u>(233,000.00)</u>	
			<u>(899,793.51)</u>
			(354,061.84)