

706372

GREENE, BUCKLEY, JONES & McQUEEN
ATTORNEYS AT LAW

JOHN DAVID JONES
C. RICHARD McQUEEN
JOHN E. TALMADGE
HAROLD S. WHITE, JR.
DANTE A. ANGELO
F. O. SCHENCK
F. TAYLOR PUTNEY, JR.
EDWARD D. BUCKLEY III
J. RUSSELL PHILLIPS
ROSE E. GOFF
WILLIAM D. MATTHEWS
C.W. TAB BILLINGSLEY
CHARLES R. BLISS
MILLARD P. DARDEN, JR.
CHARLES J. GERNAZIAN

SUITE 1400, MARQUIS II TOWER
285 PEACHTREE CENTER AVENUE
ATLANTA, GEORGIA 30303
(404) 522-3541
FACSIMILE (404) 522-3677

HARRY L. GREENE
(1896-1974)

OF COUNSEL
FERDINAND BUCKLEY
JESSE W. HILL
DANIEL M. KLEIN

JACK F. WILLIAMS
(ADMITTED IN TX & PA ONLY)

MAILING ADDRESS
P.O. BOX 53418
ATLANTA, GA 30303

May 5, 1999

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

400002870244--3
-05/10/99--01147--009
****105.00 *****70.00

Attention: Mr. Andy Dunlap

Re: Merger of Orlando Zone Jeep-Eagle Advertising Association, Inc. into and with Orlando Zone Chrysler-Plymouth-Jeep Dealer Advertising Association, Inc. (Successor to Orlando Region Chrysler-Plymouth Advertising Association, Inc. by Reason of a Change of the Corporate Name)

FILED
99 MAY 17 PM 3:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Dear Sir or Madam:

Please be advised that we represent Orlando Region Chrysler-Plymouth Advertising Association, Inc., a non-profit Florida corporation, in connection with the above-captioned matter.

Enclosed you will find the following:

1. The original and one copy of the Articles of Merger of Orlando Zone Jeep-Eagle Advertising Association, Inc., and Orlando Region Chrysler-Plymouth Advertising Association, Inc.;
2. The original and one copy of the Articles of Amendment to the Articles of Incorporation of Orlando Region Chrysler-Plymouth Advertising Association, Inc.;
3. The firm's check in the amount of \$105.00 made payable to the Florida Department of State in payment of the filing fees.

Please file the foregoing Articles of Merger and Articles of Amendment, stamp the enclosed copies indicating the date of filing, and return the stamped copies to the undersigned in the self-

wants Name change reflected on simultaneous Name change amend.

merger
\$ 5/10/99

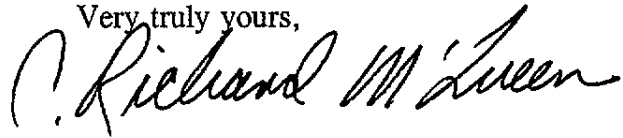
Florida Department of State
May 5, 1999
Page 2

addressed stamped envelope enclosed for your convenience. Please also include your certification concerning the filing of the Articles of Merger and Articles of Amendment.

In the event that you have any questions concerning the foregoing documents, please contact the undersigned at 404/420-5913 (direct dial).

Thanking you in advance, I am

Very truly yours,

A handwritten signature in black ink that reads "C. Richard McQueen". The signature is written in a cursive style with a large initial "C" and "M".

C. Richard McQueen

CRM/plb
enclosures

cc: Mr. Keith Grubb
Mr. Cory Harris
Debra L. Green, CPA

03830\00001\rgg914

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

ORLANDO ZONE JEEP/EAGLE ADVERTISING ASSOCIATION, INC., a FI
corp., N24193

INTO

ORLANDO REGION CHRYSLER-PLYMOUTH ADVERTISING ASSOCIATION,
INC., a Florida corporation, 706372.

File date: May 17, 1999

Corporate Specialist: Susan Payne

FILED

99 MAY 17 PM 3: 18

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF
ORLANDO ZONE JEEP/EAGLE
ADVERTISING ASSOCIATION, INC.
AND
ORLANDO REGION CHRYSLER-PLYMOUTH
ADVERTISING ASSOCIATION, INC.**

1.

The Board of Directors and members of Orlando Zone Jeep/Eagle Advertising Association, Inc. ("Jeep/Eagle DAA"), a Florida not for profit corporation, and the Board of Directors and members of Orlando Region Chrysler-Plymouth Advertising Association, Inc. ("Chrysler/Plymouth DAA"), a Florida not for profit corporation, have duly approved an Agreement and Plan of Merger.

2.

The name and jurisdiction of the surviving corporation are Orlando Zone Chrysler/Plymouth/Jeep Dealer Association Advertising, Inc. (successor to Orlando Region Chrysler-Plymouth Advertising Association, Inc. by reason of a change of corporate name), which is a Florida not for profit corporation.

3.

The name and jurisdiction of the merging corporation are Orlando Zone Jeep/Eagle Advertising Association, Inc., which is a Florida not for profit corporation.

4.

The Agreement and Plan of Merger is attached hereto as Exhibit "A" and made a part hereof.

5.

Pursuant to the Agreement and Plan of Merger, the merger of Orlando Zone Jeep/Eagle Advertising Association, Inc. and Orlando Region Chrysler-Plymouth Advertising Association, Inc. shall be effective as of the time and date when the Articles of Merger are filed with the Florida Department of State.

6.

A majority of the members of the surviving corporation (Orlando Zone Chrysler/Plymouth/Jeep Dealer Advertising Association, Inc., successor to Orlando Region Chrysler-Plymouth Advertising Association, Inc. by reason of a change of corporate name),

adopted the Agreement and Plan of Merger by written consent which was executed in accordance with § 617.0701, Florida Statutes.

7.

A majority of the members of the merging corporation (Orlando Zone Jeep/Eagle Advertising Association, Inc.), adopted the Agreement and Plan of Merger by written consent which was executed in accordance with § 617.0701, Florida Statutes.

8.

The Articles of Incorporation of Orlando Region Chrysler-Plymouth Advertising Association, Inc., the surviving corporation, have been amended as follows:

- a) The name of the surviving corporation as set forth in the First paragraph has been changed and amended to "Orlando Zone Chrysler/Plymouth/Jeep Dealer Advertising Association, Inc."
- b) The purposes of the surviving corporation as set forth in the Second paragraph have been changed to read as follows:
 - (i) To act as a commercial or trade association through which payments shall be made for advertising and promotional activities purchased from and supplied by others to promote the sale of Chrysler, Plymouth and Jeep motor vehicles by authorized Chrysler, Plymouth and Jeep dealers in a Designated Marketing Area.
 - (ii) To do all things and transact all business which any person or individual or firm may lawfully do, consistent with the foregoing purposes and with all of the rights and privileges of a corporation organized pursuant to the Florida Not For Profit Corporation Act.

- c) The principal office of the surviving corporation as set forth in the Twelfth paragraph has been changed and shall be in the City of Orlando, Florida, or at such other place or places as the Board of Directors may establish within the State of Florida.


This 26th day of March, 1999.

Orlando Zone Jeep/Eagle
Advertising Association, Inc.

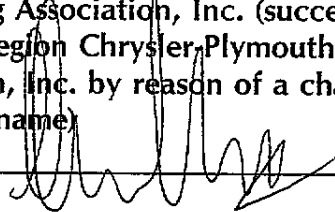
By: 
William Douglas, President

[CORPORATE SEAL]

ATTEST:

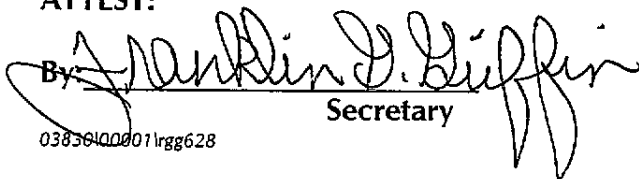
By: 
Secretary

Orlando Zone Chrysler/Plymouth/Jeep Dealer
Advertising Association, Inc. (successor to
Orlando Region Chrysler, Plymouth Advertising
Association, Inc. by reason of a change of
corporate name)

By: 
Ori Smith, President

[CORPORATE SEAL]

ATTEST:

By: 
Secretary

038361000011rgg628

EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER OF ORLANDO ZONE
JEEP/EAGLE ADVERTISING ASSOCIATION, INC.
WITH AND INTO
ORLANDO REGION CHRYSLER-PLYMOUTH ADVERTISING ASSOCIATION, INC.**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 18th day of February, 1999 by and between Orlando Zone Jeep/Eagle Advertising Association, Inc., a Florida corporation ("Jeep/Eagle DAA"), and Orlando Region Chrysler-Plymouth Advertising Association, Inc., a Florida corporation ("Chrysler/Plymouth DAA") (Jeep/Eagle DAA and Chrysler/Plymouth DAA being sometimes collectively referred to in this Plan as the "Constituent Corporations").

WITNESSETH

WHEREAS, Jeep/Eagle DAA is a corporation organized under the laws of the State of Florida with its principal office therein located at 1776 N. Pine Island Road, No. 314, Plantation, Florida 33322.

WHEREAS, Jeep/Eagle DAA has authorized memberships under its Articles of Incorporation and the By Laws of Jeep/Eagle DAA, as follows:

Any person, firm or corporation that is a party to a Direct Dealer Agreement or Sales and Service Agreement with Daimler Chrysler Motors Corporation (successor by merger to Chrysler Corporation) for the purpose of selling Jeep and Eagle motor vehicles in the Orlando Zone Marketing Area.

WHEREAS, Chrysler/Plymouth DAA is a corporation organized under the laws of the State of Florida with its principal office therein located at 1900 Summit Tower Blvd., Suite 490, Orlando, Florida 32810;

WHEREAS, Chrysler/Plymouth DAA has authorized memberships under its Articles of Incorporation and the By Laws of Chrysler/Plymouth DAA, as follows:

Any person, firm or corporation that is a party to a Direct Dealer Agreement with Daimler Chrysler Motors Corporation (successor by merger to Chrysler Corporation) for the purpose of selling Chrysler and Plymouth Motor Vehicles in the Orlando Zone Marketing Area.

WHEREAS, the laws of the State of Florida permit a merger of the Constituent Corporations;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective members that Jeep/Eagle DAA be merged with and into Chrysler/Plymouth DAA on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted

to the members of Jeep/Eagle DAA and Chrysler/Plymouth DAA and recommended to such members approval of the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Florida Not for Profit Corporation Act, that Jeep/Eagle DAA shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into Chrysler/Plymouth DAA (with Chrysler/Plymouth subsequent to such merger being referred to in this Plan as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name Orlando Zone Chrysler/Plymouth/Jeep Dealer Advertising Association, Inc. and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, the manner of converting memberships (and the changes in the Articles of Incorporation of the Surviving Corporation) are and shall be as follows:

Section 1

Merger

1.1. On the Effective Date, Jeep/Eagle DAA shall be merged with and into Chrysler/Plymouth DAA, and Chrysler/Plymouth DAA shall continue in existence and the merger shall in all respects have the effect provided for in the Florida Not for Profit Corporation Act.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of Jeep/Eagle DAA shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Jeep/Eagle DAA, the last acting officers of Jeep/Eagle DAA, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2

Terms of Transaction

2.1. Upon the Effective Date:

(a) Each member of Jeep/Eagle DAA immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into memberships of Chrysler/Plymouth DAA subject to the provisions of Section 2.2 below.

(b) Each membership in Chrysler/Plymouth DAA immediately before the Effective Date shall be identical to a membership in Chrysler/Plymouth DAA (the Surviving Corporation) immediately after the merger.

2.2. After the Effective Date, each member of Jeep/Eagle DAA will be entitled to membership in the Surviving Corporation, Chrysler/Plymouth DAA, their membership in Jeep/Eagle DAA having been converted pursuant to Section 2.1 of this Agreement.

Section 3

Directors and Officers

The persons who are directors and officers of Jeep/Eagle DAA and Chrysler/Plymouth DAA immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 4

Articles of Incorporation and Bylaws

4.1. From and after the Effective Date, the Amended Articles of Incorporation of Chrysler/Plymouth DAA, which shall be filed with the Florida Department of State on the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2. From and after the Effective Date, the By Laws of Chrysler/Plymouth DAA, to become effective at such date, shall be the By Laws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 5

Member and Other Approvals, Effectiveness of Merger

This Agreement shall be submitted for approval to the members of Jeep/Eagle DAA and Chrysler/Plymouth DAA, as provided by the Florida Not for Profit Corporation Act. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such members and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall become effective, and the Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable after the last approval by such members. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on the date on which the Articles of Merger incorporating this Agreement is filed with the Florida Department of State (said date is referred to in this Plan as the "Effective Date").

Section 6

Termination

At any time prior to the filing of the Articles of Merger with the Florida Department of State, the Board of Directors of Jeep/Eagle DAA or Chrysler/Plymouth DAA may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the members of either such corporation or earlier approval by the Board of Directors of such corporations. Without limiting the generality of the foregoing, the Board of Directors of Jeep/Eagle DAA or Chrysler/Plymouth DAA may terminate and abandon this Agreement at any time prior to such filing, if more than fifty percent (50%) of the members of Jeep/Eagle DAA or more than fifty percent (50%) of the members of Chrysler/Plymouth DAA dissent, pursuant to the Florida Not for Profit Corporation Act in connection with the merger.

Section 7

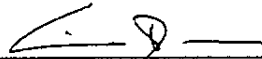
Miscellaneous

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

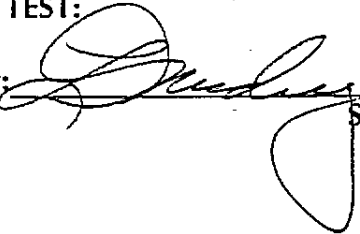
IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

Orlando Zone Jeep/Eagle Dealer
Advertising Association, Inc.

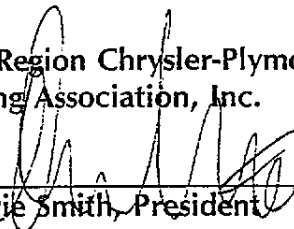
By: 
William Douglas, President

[CORPORATE SEAL]

ATTEST:

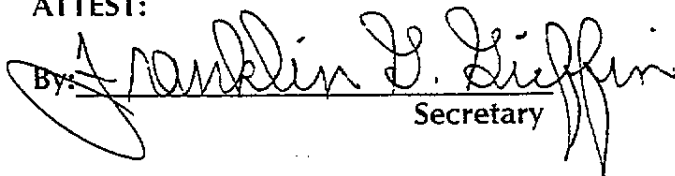
By: 
Secretary

Orlando Region Chrysler-Plymouth
Advertising Association, Inc.

By: 
Orje Smith, President

[CORPORATE SEAL]

ATTEST:

By: 
Secretary

03830100001rgg602

EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER OF ORLANDO ZONE
JEEP/EAGLE ADVERTISING ASSOCIATION, INC.
WITH AND INTO
ORLANDO REGION CHRYSLER-PLYMOUTH ADVERTISING ASSOCIATION, INC.**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 18th day of February, 1999 by and between Orlando Zone Jeep/Eagle Advertising Association, Inc., a Florida corporation ("Jeep/Eagle DAA"), and Orlando Region Chrysler-Plymouth Advertising Association, Inc., a Florida corporation ("Chrysler/Plymouth DAA") (Jeep/Eagle DAA and Chrysler/Plymouth DAA being sometimes collectively referred to in this Plan as the "Constituent Corporations").

WITNESSETH

WHEREAS, Jeep/Eagle DAA is a corporation organized under the laws of the State of Florida with its principal office therein located at 1776 N. Pine Island Road, No. 314, Plantation, Florida 33322.

WHEREAS, Jeep/Eagle DAA has authorized memberships under its Articles of Incorporation and the By Laws of Jeep/Eagle DAA, as follows:

Any person, firm or corporation that is a party to a Direct Dealer Agreement or Sales and Service Agreement with Daimler Chrysler Motors Corporation (successor by merger to Chrysler Corporation) for the purpose of selling Jeep and Eagle motor vehicles in the Orlando Zone Marketing Area.

WHEREAS, Chrysler/Plymouth DAA is a corporation organized under the laws of the State of Florida with its principal office therein located at 1900 Summit Tower Blvd., Suite 490, Orlando, Florida 32810;

WHEREAS, Chrysler/Plymouth DAA has authorized memberships under its Articles of Incorporation and the By Laws of Chrysler/Plymouth DAA, as follows:

Any person, firm or corporation that is a party to a Direct Dealer Agreement with Daimler Chrysler Motors Corporation (successor by merger to Chrysler Corporation) for the purpose of selling Chrysler and Plymouth Motor Vehicles in the Orlando Zone Marketing Area.

WHEREAS, the laws of the State of Florida permit a merger of the Constituent Corporations;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective members that Jeep/Eagle DAA be merged with and into Chrysler/Plymouth DAA on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted

to the members of Jeep/Eagle DAA and Chrysler/Plymouth DAA and recommended to such members approval of the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Florida Not for Profit Corporation Act, that Jeep/Eagle DAA shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into Chrysler/Plymouth DAA (with Chrysler/Plymouth subsequent to such merger being referred to in this Plan as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name Orlando Zone Chrysler/Plymouth/Jeep Dealer Advertising Association, Inc. and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, the manner of converting memberships (and the changes in the Articles of Incorporation of the Surviving Corporation) are and shall be as follows:

Section 1

Merger

1.1. On the Effective Date, Jeep/Eagle DAA shall be merged with and into Chrysler/Plymouth DAA, and Chrysler/Plymouth DAA shall continue in existence and the merger shall in all respects have the effect provided for in the Florida Not for Profit Corporation Act.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of Jeep/Eagle DAA shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Jeep/Eagle DAA, the last acting officers of Jeep/Eagle DAA, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2

Terms of Transaction

2.1. Upon the Effective Date:

(a) Each member of Jeep/Eagle DAA immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into memberships of Chrysler/Plymouth DAA subject to the provisions of Section 2.2 below.

(b) Each membership in Chrysler/Plymouth DAA immediately before the Effective Date shall be identical to a membership in Chrysler/Plymouth DAA (the Surviving Corporation) immediately after the merger.

2.2. After the Effective Date, each member of Jeep/Eagle DAA will be entitled to membership in the Surviving Corporation, Chrysler/Plymouth DAA, their membership in Jeep/Eagle DAA having been converted pursuant to Section 2.1 of this Agreement.

Section 3

Directors and Officers

The persons who are directors and officers of Jeep/Eagle DAA and Chrysler/Plymouth DAA immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 4

Articles of Incorporation and Bylaws

4.1. From and after the Effective Date, the Amended Articles of Incorporation of Chrysler/Plymouth DAA, which shall be filed with the Florida Department of State on the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2. From and after the Effective Date, the By Laws of Chrysler/Plymouth DAA, to become effective at such date, shall be the By Laws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 5

Member and Other Approvals, Effectiveness of Merger

This Agreement shall be submitted for approval to the members of Jeep/Eagle DAA and Chrysler/Plymouth DAA, as provided by the Florida Not for Profit Corporation Act. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such members and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall become effective, and the Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable after the last approval by such members. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on the date on which the Articles of Merger incorporating this Agreement is filed with the Florida Department of State (said date is referred to in this Plan as the "Effective Date").

Section 6

Termination

At any time prior to the filing of the Articles of Merger with the Florida Department of State, the Board of Directors of Jeep/Eagle DAA or Chrysler/Plymouth DAA may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the members of either such corporation or earlier approval by the Board of Directors of such corporations. Without limiting the generality of the foregoing, the Board of Directors of Jeep/Eagle DAA or Chrysler/Plymouth DAA may terminate and abandon this Agreement at any time prior to such filing, if more than fifty percent (50%) of the members of Jeep/Eagle DAA or more than fifty percent (50%) of the members of Chrysler/Plymouth DAA dissent, pursuant to the Florida Not for Profit Corporation Act in connection with the merger.

Section 7


Miscellaneous

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

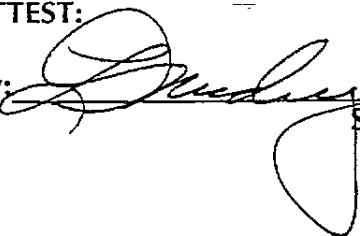
IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

Orlando Zone Jeep/Eagle Dealer
Advertising Association, Inc.

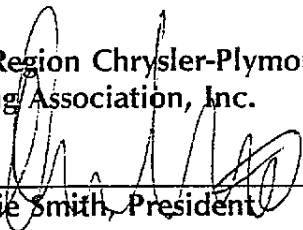
By: 
William Douglas, President

[CORPORATE SEAL]

ATTEST:

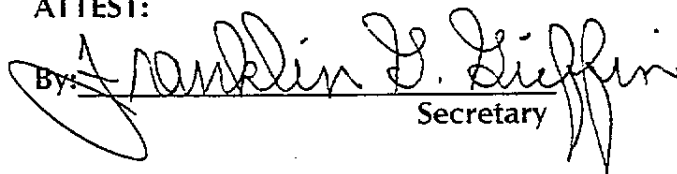
By: 
Secretary

Orlando Region Chrysler-Plymouth
Advertising Association, Inc.

By: 
Orje Smith, President

[CORPORATE SEAL]

ATTEST:

By: 
Secretary

**NOTICE TO MEMBERS OF ORLANDO REGION CHRYSLER-PLYMOUTH
ADVERTISING ASSOCIATION, INC.
TO CONSIDER PROPOSED PLAN OF MERGER**

Attached to this Notice are copies of the following documents:

1. Resolution adopted by the Board of Directors recommending the approval of a Plan of Merger for Orlando Zone Jeep/Eagle Advertising Association, Inc. to merge with and into Orlando Zone Chrysler/Plymouth/Jeep Dealer Advertising Association, Inc. (proposed successor to Orlando Region Chrysler-Plymouth Advertising Association, Inc. by reason of a change of corporate name).
2. The Plan of Merger referred to above.
3. Proposed Amendment to the Articles of Incorporation for Orlando Region Chrysler-Plymouth Advertising Association, Inc. to change its corporate name to Orlando Zone Chrysler/Plymouth/Jeep Advertising Association, Inc., upon the Effective Date of the Merger.
4. Proposed By Laws for Orlando Zone Chrysler/Plymouth/Jeep Dealer Advertising Association, Inc. to become effective upon the Effective Date of the Merger.
5. A ballot for your approval or disapproval of the Plan of Merger, the Proposed Amendment to the Articles of Incorporation and Bylaws as set forth above.

Please review these documents and then mark and return your ballot on or before March 26, 1999, in the return envelope also enclosed for your convenience. Your ballot must be received by the deadline in order to be counted.

This 18th day of February, 1999.

**Orlando Region Chrysler-Plymouth
Advertising Association, Inc.**

By: _____

Orie Smith

Title: President

**AGREEMENT AND PLAN OF MERGER OF ORLANDO ZONE
JEEP/EAGLE ADVERTISING ASSOCIATION, INC.
WITH AND INTO
ORLANDO REGION CHRYSLER-PLYMOUTH ADVERTISING ASSOCIATION, INC.**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 18th day of February, 1999 by and between Orlando Zone Jeep/Eagle Advertising Association, Inc., a Florida corporation ("Jeep/Eagle DAA"), and Orlando Region Chrysler-Plymouth Advertising Association, Inc., a Florida corporation ("Chrysler/Plymouth DAA") (Jeep/Eagle DAA and Chrysler/Plymouth DAA being sometimes collectively referred to in this Plan as the "Constituent Corporations").

WITNESSETH

WHEREAS, Jeep/Eagle DAA is a corporation organized under the laws of the State of Florida with its principal office therein located at 1776 N. Pine Island Road, No. 314, Plantation, Florida 33322.

WHEREAS, Jeep/Eagle DAA has authorized memberships under its Articles of Incorporation and the By Laws of Jeep/Eagle DAA, as follows:

Any person, firm or corporation that is a party to a Direct Dealer Agreement or Sales and Service Agreement with Daimler Chrysler Motors Corporation (successor by merger to Chrysler Corporation) for the purpose of selling Jeep and Eagle motor vehicles in the Orlando Zone Marketing Area.

WHEREAS, Chrysler/Plymouth DAA is a corporation organized under the laws of the State of Florida with its principal office therein located at 1900 Summit Tower Blvd., Suite 490, Orlando, Florida 32810;

WHEREAS, Chrysler/Plymouth DAA has authorized memberships under its Articles of Incorporation and the By Laws of Chrysler/Plymouth DAA, as follows:

Any person, firm or corporation that is a party to a Direct Dealer Agreement with Daimler Chrysler Motors Corporation (successor by merger to Chrysler Corporation) for the purpose of selling Chrysler and Plymouth Motor Vehicles in the Orlando Zone Marketing Area.

WHEREAS, the laws of the State of Florida permit a merger of the Constituent Corporations;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective members that Jeep/Eagle DAA be merged with and into Chrysler/Plymouth DAA on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and directed that the proposed merger be submitted

to the members of Jeep/Eagle DAA and Chrysler/Plymouth DAA and recommended to such members approval of the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Florida Not for Profit Corporation Act, that Jeep/Eagle DAA shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into Chrysler/Plymouth DAA (with Chrysler/Plymouth subsequent to such merger being referred to in this Plan as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name Orlando Zone Chrysler/Plymouth/Jeep Dealer Advertising Association, Inc. and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, the manner of converting memberships (and the changes in the Articles of Incorporation of the Surviving Corporation) are and shall be as follows:

Section 1

Merger

1.1. On the Effective Date, Jeep/Eagle DAA shall be merged with and into Chrysler/Plymouth DAA, and Chrysler/Plymouth DAA shall continue in existence and the merger shall in all respects have the effect provided for in the Florida Not for Profit Corporation Act.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of Jeep/Eagle DAA shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Jeep/Eagle DAA, the last acting officers of Jeep/Eagle DAA, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2

Terms of Transaction

2.1. Upon the Effective Date:

(a) Each member of Jeep/Eagle DAA immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into memberships of Chrysler/Plymouth DAA subject to the provisions of Section 2.2 below.

(b) Each membership in Chrysler/Plymouth DAA immediately before the Effective Date shall be identical to a membership in Chrysler/Plymouth DAA (the Surviving Corporation) immediately after the merger.

2.2. After the Effective Date, each member of Jeep/Eagle DAA will be entitled to membership in the Surviving Corporation, Chrysler/Plymouth DAA, their membership in Jeep/Eagle DAA having been converted pursuant to Section 2.1 of this Agreement.

Section 3

Directors and Officers

The persons who are directors and officers of Jeep/Eagle DAA and Chrysler/Plymouth DAA immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 4

Articles of Incorporation and Bylaws

4.1. From and after the Effective Date, the Amended Articles of Incorporation of Chrysler/Plymouth DAA, which shall be filed with the Florida Department of State on the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2. From and after the Effective Date, the By Laws of Chrysler/Plymouth DAA, to become effective at such date, shall be the By Laws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 5

Member and Other Approvals, Effectiveness of Merger

This Agreement shall be submitted for approval to the members of Jeep/Eagle DAA and Chrysler/Plymouth DAA, as provided by the Florida Not for Profit Corporation Act. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such members and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall become effective, and the Articles of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable after the last approval by such members. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on the date on which the Articles of Merger incorporating this Agreement is filed with the Florida Department of State (said date is referred to in this Plan as the "Effective Date").

Section 6

Termination

At any time prior to the filing of the Articles of Merger with the Florida Department of State, the Board of Directors of Jeep/Eagle DAA or Chrysler/Plymouth DAA may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the members of either such corporation or earlier approval by the Board of Directors of such corporations. Without limiting the generality of the foregoing, the Board of Directors of Jeep/Eagle DAA or Chrysler/Plymouth DAA may terminate and abandon this Agreement at any time prior to such filing, if more than fifty percent (50%) of the members of Jeep/Eagle DAA or more than fifty percent (50%) of the members of Chrysler/Plymouth DAA dissent, pursuant to the Florida Not for Profit Corporation Act in connection with the merger.

Section 7

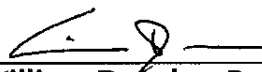
Miscellaneous

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

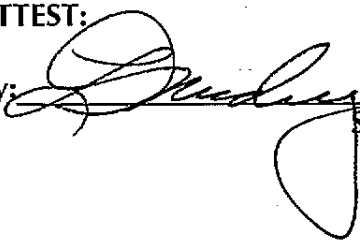
IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

**Orlando Zone Jeep/Eagle Dealer
Advertising Association, Inc.**

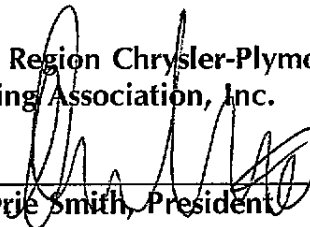
By: 
William Douglas, President

[CORPORATE SEAL]

ATTEST:

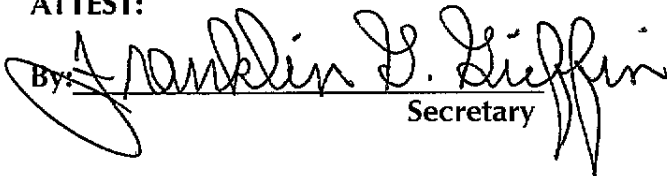
By: 
Secretary

**Orlando Region Chrysler-Plymouth
Advertising Association, Inc.**

By: 
Orje Smith, President

[CORPORATE SEAL]

ATTEST:

By: 
Secretary