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(Requestor's Name)

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PICK-UP WAIT MAIL

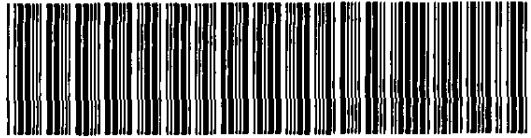
(Business Entity Name)

(Document Number)

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J. SAULSBERRY
EXAMINER
SEP 07 2011

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: DEALERSHIP ADMINISTRATION, LLC
(Name of Limited Liability Company)

The enclosed Articles of Dissolution and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

SCOTT SHEFFLER, ESQUIRE
(Name of Person)
WORMAN & SHEFFLER, P.A.
(Firm/Company)
2707 W. FAIRBANKS AVE., # 200
(Address)
WINTER PARK, FL 32789
(City/State and Zip Code)

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For further information concerning this matter, please call:

SCOTT SHEFFLER at 407 843-5353
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$25.00 Filing Fee
- 30.00 Filing Fee & Certificate of Status
- \$55.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$60.00 Filing Fee. Certificate of Status & Certified Copy (additional copy is enclosed)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF DISSOLUTION FOR
DEALERSHIP ADMINISTRATION, LLC

1. The name of the company is: **Dealership Administration, LLC**
2. The Articles of Organization were filed on September 27, 2006, and assigned document number **L06000095174**.
3. Dissolution was approved by consent of the members on August 30, 2011, pursuant to Section 608.441(c), *Florida Statutes*, and in accordance with the attached Plan of Dissolution.
4. Dissolution occurred upon the written consent of all of the members of the company, in accordance with the attached Plan of Dissolution.
5. All debts, obligations and liabilities of the company have been paid or discharged.
6. All remaining property and assets have been distributed among the company's members in accordance with their respective rights and interests.
7. To the best knowledge, information and belief of the undersigned, there are no suits currently pending against the company.

Signatures of the members having the same percentage of membership interests necessary to approve the dissolution are contained on the attached Plan of Dissolution.

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PLAN OF DISSOLUTION OF DEALERSHIP ADMINISTRATION, LLC

This Plan of Dissolution (the "Plan") is intended to accomplish the dissolution and winding-up of Dealership Administration, LLC, a Florida Limited Liability Company ("Dealership Administration"), as follows:

1. The Board of Directors of Dealership Administration (the "Board of Directors") has adopted this Plan of the holders of Dealership Administration 's common stock to approve dissolution of Dealership Administration pursuant to this plan of dissolution. If stockholders holding a majority of Dealership Administration 's outstanding common stock, par value \$0.001 per share (the "Common Stock"), vote in favor of the approval of this Plan at the Meeting, the Plan shall constitute the adopted Plan of Dealership Administration as of the date of the Meeting, or such later date on which the stockholders may approve the dissolution of Dealership Administration pursuant to the Plan if the Meeting is adjourned to a later date (the "Adoption Date").

2. From and after the Adoption Date, contingent upon the consummation of the transactions contemplated by the Purchase Agreement, and subject to the discretionary right of the Board of Directors to abandon or delay implementation of this Plan as described in Section 2 above, Dealership Administration shall complete the following corporate actions:

(a) Dealership Administration shall pay or, as determined by the Board of Directors, make reasonable provision to pay, all claims, liabilities and obligations of Dealership Administration, including all unascertained, contingent, conditional or unmatured claims known to Be and all claims which are known to Dealership Administration but for which the identity of the claimant is unknown.

(b) Subject to the approval of any such distribution by the Board of Directors, Dealership Administration shall distribute pro rata to its stockholders available cash, including the cash proceeds of any sale, exchange or disposition, except such cash, property or assets as are required for paying or making reasonable provision for the liabilities and obligations of Dealership Administration. Such distribution may occur all at once or in a series of distributions and shall be in cash or assets, in such amounts, and at such time or times, as the Board of Directors or the Trustees (as defined in Section 6 hereof), in their absolute discretion, may determine. If and to the extent deemed necessary, appropriate or desirable by the Board of Directors or the Trustees, in their absolute discretion, Dealership Administration may establish and set aside a reasonable amount of cash and/or property (the "Contingency Reserve") to satisfy claims against and unmatured or contingent liabilities and obligation of Dealership Administration, including, without limitation, tax obligations, and all expenses of the sale of Dealership Administration 's property and assets, of the collection and defense of Dealership Administration 's property and assets, and the liquidation and dissolution provided for in this Plan.

3. Any distributions to the stockholders of Dealership Administration pursuant to Section 3 and 6 hereof shall be in complete redemption and cancellation of all of the outstanding Common Stock of Dealership Administration. As a condition to receipt of any distribution to

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Dealership Administration 's stockholders, the Board of Directors or the Trustees, in their absolute discretion, may require the stockholders to (i) surrender their certificates evidencing the Common Stock to Dealership Administration or its agents for recording of such distributions thereon or (ii) furnish Dealership Administration with evidence satisfactory to the Board of Directors or the Trustees of the loss, theft or destruction of their certificates evidencing the Common Stock, together with such surety bond or other security or indemnity as may be required by and satisfactory to the Board of Directors or the Trustees. As a condition to receipt of any final distribution to Dealership Administration 's stockholders, the Board of Directors or the Trustees, in their absolute discretion, may require the stockholders to (i) surrender their certificates evidencing the Common Stock to Dealership Administration or its agent for cancellation or (ii) furnish Dealership Administration with such security or indemnity. The Company will finally close its stock transfer books and discontinue recording transfers of Common Stock on the earliest to occur of (i) the close of business on the record date fixed by the Board of Directors for the final liquidating distribution, (ii) the close of business on the date on which the remaining assets of Dealership Administration are transferred to the Trust or (iii) such other date on which the Board of Directors, in accordance with applicable law, determines and close such stock transfer books, and thereafter certificates representing Common Stock will not be assignable or transferable on the books of Dealership Administration except by will, intestate succession, or operation of law.

4. If deemed necessary, appropriate or desirable by the Board of Directors, in its absolute discretion, in furtherance of the liquidation and distribution of Dealership Administration 's assets to the stockholders, as a final liquidating distribution or from time to time, Dealership Administration shall transfer to one or more liquidating trustees (the "Trustees"), for the benefit of its stockholders and/or creditors, under one or more liquidating trusts (each a "Trust" and collectively the "Trusts"), any assets of Dealership Administration which are (i) not reasonably susceptible to distribution to the stockholders, including without limitation non-cash assets and assets held on behalf of the stockholders (a) who cannot be located or who do not tender their certificates evidencing the Common Stock to Dealership Administration or its agent as herein above required or (b) to whom distributions may not be made based upon restrictions under contract or law, including, without limitation, restrictions of the federal securities laws and regulations promulgated thereunder, or (ii) held as the Contingency Reserve. The Board of Directors is hereby authorized to appoint one or more individuals, corporations, partnerships or other persons, or any combination thereof, including, without limitation, any one or more officers, directors, employees, agents or representatives of Dealership Administration, to act as the initial Trustee or Trustees for the benefit of the stockholders and to receive any assets of Dealership Administration. Any Trustees appointed as provided in the preceding sentence shall succeed to all right, title and interest of Dealership Administration e of any kind and character with respect to such transferred assets and, to the extent of the assets so transferred and solely in their capacity as Trustees, shall assume all of the liabilities and obligations of Dealership Administration, including, without limitation, any unsatisfied claims and unascertained or contingent liabilities. Further, any conveyance of assets to the Trustees shall be deemed to be a distribution of property and assets by Dealership Administration to the stockholders for the purposes of Section 3 of this Plan. Any such conveyance to the Trustees shall be in trust for the creditors and the stockholders of Dealership Administration. Dealership Administration, subject to this Section and as authorized by the

Board of Directors, in its absolute discretion, may enter into one or more liquidating trust agreements with the Trustees, on such terms and conditions as the Board of Directors, in its absolute discretion, may deem necessary, appropriate or desirable. Approval of the dissolution of Dealership Administration pursuant to this Plan by the holders of a majority of the outstanding Common Stock shall constitute the approval of the stockholders of any such appointment, any such liquidating trust agreement and any transfer of assets by Dealership Administration to the Trust, or Trusts, as their act and as a part hereof as if herein written.

5. After the Adoption Date, but subject to Section 2 above, the officers of Dealership Administration shall, at such time as the Board of Directors, in its absolute discretion, deems necessary, appropriate or desirable, shall file with the Secretary of State of the State of Florida a certificate of dissolution in accordance with the Florida Law. After the filing of the Certificate of Dissolution, Dealership Administration shall not engage in any business activities except to the extent necessary to preserve the value of its assets, wind-up its business affairs and distribute its assets in accordance with this Plan.

6. Approval of the dissolution of Dealership Administration pursuant to this Plan by holders of a majority of the outstanding Common Stock shall constitute the approval of the stockholders of the sale, exchange or other disposition in liquidation of all of the property and assets of Dealership Administration, whether such sale, exchange or other disposition occurs in one transaction or a series of transactions, and shall constitute ratification of all contracts for sale, exchange or other disposition which are conditioned on approval of this Plan.

7. In connection with and for the purpose of implementing and assuring completion of this Plan, Dealership Administration may, in the absolute discretion of the Board of Directors, pay Dealership Administration 's officers, directors, employees, agents and representatives, or any of them, compensation or additional compensation above their regular compensation, in money or other property, as severance, bonus, acceleration of vesting of stock or stock options, or in any other form, in recognition of the extraordinary efforts they, or any of them, will be required to undertake, or actually undertake, in connection with the implementation of this Plan. Approval of the dissolution of Dealership Administration pursuant to this Plan by holders of a majority of the outstanding Common Stock shall constitute the approval of Dealership Administration 's stockholders of the payment of any such compensation.

8. Dealership Administration shall continue to indemnify its officers, directors, employees, agents and representatives in accordance with its certificate of incorporation, as amended, and by-laws and any contractual arrangements, for the actions taken in connection with this Plan and the winding-up of the affairs of Dealership Administration. Dealership Administration 's obligation to indemnify such persons may also be satisfied out of the assets of any Trust. The Board of Directors and the Trustees, in their absolute discretion, are authorized to obtain and maintain insurance as may be necessary or appropriate to cover Dealership Administration 's obligation hereunder, including seeking an extension in time and coverage of Dealership Administration 's insurance policies currently in effect.

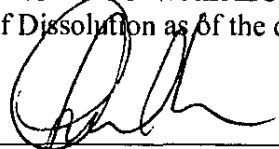
9. Notwithstanding approval of or consent to this Plan and the transactions contemplated herein, the Board of Directors may modify, amend or abandon this Plan and the

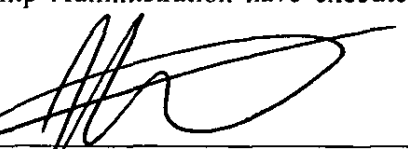
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transactions contemplated hereby without further action by the stockholders to the extent permitted by Florida Law.

10. The Board of Directors of Dealership Administration is hereby authorized, without further action by Dealership Administration's stockholders, to do and perform or cause the officers of Dealership Administration, subject to approval of the Board of Directors, to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind which are deemed necessary, appropriate or desirable, in the absolute discretion of the Board of Directors, to implement this Plan and the transaction contemplated hereby, including, without limiting the foregoing, all filings or acts required by any state or federal law or regulation to wind-up its affairs.

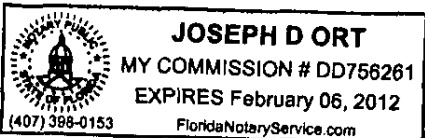
IN WITNESS WHEREOF, the Members of Dealership Administration have executed this Plan of Dissolution as of the date first above written.


By: 
GREGORY WHITTLE, MGRM

By: 
SCOTT STURGILL, MGRM

STATE OF FLORIDA
COUNTY OF Seminole

BEFORE ME, the undersigned authority personally appeared ^{August} GREGORY WHITTLE and that he executed the above Plan of Dissolution on this 22 day of ~~June~~ 2011, and that he is personally known to me or produced _____ as identification.



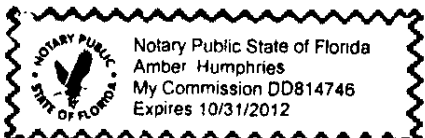

Notary Public, State of Florida
My Commission Expires:

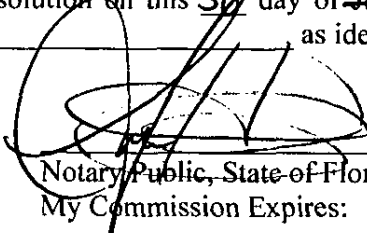
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STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority personally appeared SCOTT STURGILL and that he executed the above Plan of Dissolution on this 30 day of ^{August} ~~June~~ 2011, and that he is personally known to me or produced _____ as identification.




Notary Public, State of Florida
My Commission Expires: