

151554

CT CORPORATION SYSTEM

CORPORATION(S) NAME

Parts Depot, Inc.

merging:

Sun Coast Auto Parts, Inc.

Sun Coast Undercar Warehouse, Inc.

FILED
2002 AUG 29 PM 2:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

000007422960--0

-08/29/02--01035--019

****105.00 ****105.00

☐ Profit

☐ Amendment

☒ Merger

☐ Nonprofit

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Reinstatement

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ LLC

☐ Name Registration

☐ Change of RA

☐ Fictitious Name

☐ UCC

☒ Certified Copy

☐ Photocopies

☒ CUS

4 above merger

2 re: above merger

☐ Call When Ready

☐ Call If Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

Name

8/26/02

Order#: 5555310

Availability _____

Document

Examiner _____

Updater _____

Verifier _____

W.P. Verifier _____

Ref#: _____

Amount: \$ _____

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

20 AUG 29 AM 11:17

RECEIVED

C. Coulliette AUG 29 2002

ARTICLES OF MERGER
Merger Sheet

MERGING:

SUN COAST AUTO PARTS, INC., a Florida corporation, J32443

SUN COAST UNDERCAR WAREHOUSE, INC., a Florida corporation,
P92000004193

INTO

PARTS DEPOT, INC., a Florida entity, 151554

File date: August 29, 2002

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER

of

SUN COAST AUTO PARTS, INC.
(a Florida corporation)

and

SUN COAST UNDERCAR WAREHOUSE, INC.
(a Florida corporation)

with and into

PARTS DEPOT, INC.
(a Florida corporation)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned hereby adopt the following Articles of Merger.

ARTICLE I. The surviving corporation shall be PARTS DEPOT, INC., a Florida corporation ("Parent").

ARTICLE II. The merging corporations shall be SUN COAST AUTO PARTS, INC., a Florida corporation, and SUN COAST UNDERCAR WAREHOUSE, INC., a Florida corporation (collectively, the "Subsidiaries").

ARTICLE III. The plan of merger is set forth in that certain Agreement and Plan of Merger dated as of August 24, 2002 by and among Parent and the Subsidiaries (the "Plan"), a copy of which is attached hereto as Exhibit A.


ARTICLE IV. The merger shall become effective upon the date of filing of these Articles of Merger with the Florida Department of State.

ARTICLE V. The Plan was adopted by the board of directors of Parent on August 24, 2002. Pursuant to Section 607.1104(1)(a) of the Act, approval of the Plan by the shareholders of Parent is not required.

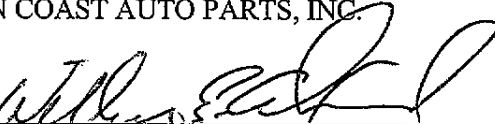
ARTICLE VI. The Plan was adopted by the board of directors and the sole shareholder of each of the Subsidiaries on August 24, 2002.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 24th
day of August, 2002.

PARTS DEPOT, INC.

By: 
William E. Alexander, President

SUN COAST AUTO PARTS, INC.

By: 
William E. Alexander, President

SUN COAST UNDERCAR WAREHOUSE,
INC.

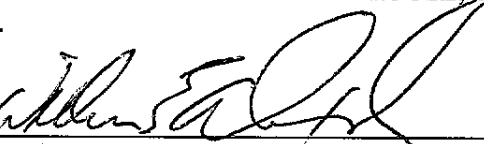
By: 
William E. Alexander, President

EXHIBIT A

Agreement and Plan of Merger

SEE ATTACHED

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 24th day of August, 2002, by and among PARTS DEPOT, INC., a Florida corporation ("Parent"), SUN COAST AUTO PARTS, INC., a Florida corporation ("SCA"), and SUN COAST UNDERCAR WAREHOUSE, INC., a Florida corporation ("SCU") and, together with SCA, the "Subsidiaries"). The Parent and the Subsidiaries are sometimes collectively referred to herein as the "Merging Corporations".

RECITALS

A. The Articles of Incorporation of SCA, as filed with the Florida Department of State on September 9, 1986, authorize the issuance of one hundred (100) common shares with a par value of One and 00/100 Dollars (\$1.00) per share, of which one hundred (100) shares are now issued and outstanding. All of the issued and outstanding shares of SCA are owned of record by Parent.

B. The Articles of Incorporation of SCU, as filed with the Florida Department of State on November 13, 1992, authorize the issuance of one hundred (100) common shares without par value, of which fifty (50) shares are now issued and outstanding. All of the issued and outstanding shares of SCU are owned of record by Parent.

C. The Amended and Restated Articles of Incorporation of Parent, as filed with the Florida Department of State on January 29, 1988, authorize the issuance of one thousand (1,000) common shares without par value, of which six hundred (600) shares are now issued and outstanding. All of the issued and outstanding common shares of Parent are owned of record by PDI Holdings, Inc., a Florida corporation.

D. Each of the Merging Corporations desire to merge the Subsidiaries with and into Parent in accordance with the provisions of this Agreement.

E. The Board of Directors of each of the Merging Corporations have approved this Agreement.

PROVISIONS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Merging Corporations agree to the terms and conditions of the "Merger" (as such term is defined in Article I below) and the mode of carrying the same into effect as follows:

ARTICLE I

Merger.

The Merging Corporations shall be merged into a single corporation in accordance with the applicable provisions of the Business Corporation Act of the State of Florida by the Subsidiaries merging with and into Parent (the "Merger").

ARTICLE II

Name of the Surviving Corporation.

The name of the surviving corporation shall continue to be PARTS DEPOT, INC.

ARTICLE III

Effective Date.

The effective date of the Merger shall be upon the date of filing of the Articles of Merger with the Florida Department of State (the "Effective Date").

ARTICLE IV

Effect of Merger.

Upon the Effective Date, the separate existence of the Subsidiaries shall cease, and Parent shall succeed, without further act or deed, to all of the rights, privileges, immunities, powers, authority, assets and property of the Subsidiaries of every description and wherever located, and shall be subject to all of the debts, obligations and liabilities of the Subsidiaries in the same manner as if Parent had itself incurred them.

ARTICLE V

Articles of Incorporation of the Surviving Corporation.

The Articles of Incorporation of Parent, as in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of Parent, unless and until subsequently amended.

ARTICLE VI

By-Laws of the Surviving Corporation.

The By-Laws of Parent, as in effect on the Effective Date, shall continue in full force and effect as the By-Laws of Parent, unless and until subsequently amended or repealed.

ARTICLE VII

Directors and Officers of the Surviving Corporation.

The Directors and Officers of Parent in office on the Effective Date of the Merger shall continue in office until their successors have been duly elected and qualified.

ARTICLE VIII

Statutory Agent of the Surviving Corporation.

The Statutory Agent of Parent on the Effective Date shall continue to be CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324, upon whom any process, notice or demand required or permitted by statute to be served upon Parent may be served.

ARTICLE IX

Status of Outstanding Capital Stock.

On the Effective Date:

- (a) Each common share of Parent which is outstanding immediately prior to the Effective Date shall continue to be outstanding and shall not be modified or affected by the Merger;
- (b) Each share of SCA which is outstanding immediately prior to the Effective Date shall be canceled, and no shares of Parent shall be issued to SCA in exchange therefor; and
- (c) Each share of SCU which is outstanding immediately prior to the Effective Date shall be canceled, and no shares of Parent shall be issued to SCU in exchange therefor.

ARTICLE X

Additional Obligations of the Merging Corporations.

From time to time and at any time before or after the Effective Date, as and when requested by Parent, or by its successors or assigns, the Subsidiaries shall execute and deliver, or cause to be executed and delivered, such deeds or other instruments and shall take or cause to be taken such further or other action as Parent shall deem necessary or desirable in order to vest in, perfect in or confirm to Parent, title to and possession of any assets or property of the Subsidiaries acquired or to be acquired by reason of, or as a result of, the Merger, and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE XI

Abandonment of Merger.

Anything herein or elsewhere contained to the contrary notwithstanding, this Agreement may, at any time prior to the filing of the Certificate of Merger with the Florida Department of State, be terminated and abandoned by the Board of Directors of any of the Merging Corporations.

ARTICLE XII

Execution.

For the convenience of the Merging Corporations and for recording and filing purposes, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

ARTICLE XIII

Rights of Dissenting Shareholders.

Any shareholder of SCA or SCU that, except for the applicability of Section 607.1104 F.S., would otherwise be entitled to vote on the Merger, and that dissents from the Merger pursuant to Section 607.1320 F.S., may be entitled, if such shareholder complies with the provisions of Chapter 607 F.S. applicable to the rights of dissenting shareholders, to be paid the fair value of his, her or its shares.

ARTICLE XIV

Miscellaneous.

(a) Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida, without regard to the conflicts of law principles thereof.

(b) Captions. The Article and paragraph captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(c) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

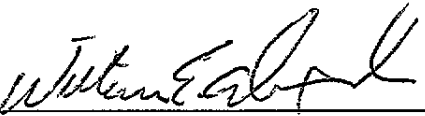
(d) Severability. Each provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any provision of this Agreement shall be held invalid or unenforceable under any applicable present or future law, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement. This Agreement shall be carried out as if such invalid or unenforceable provision was not contained herein and such other provisions of this Agreement as may remain otherwise operable shall continue to be given full force and effect and to bind the parties hereto.

(e) Entire Agreement. This Agreement contains the entire understanding and agreement among the parties to this Agreement with respect to the subject matter contained herein. All negotiations among the parties hereto concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto among the parties hereto, other than those incorporated in this Agreement.


(f) Amendments. No amendment of this Agreement shall be binding unless executed in a writing signed by all of the parties hereto and attached to this Agreement.

IN WITNESS WHEREOF, each of the Merging Corporations have caused this Agreement to be executed by a duly authorized officer thereof as of the date first written above.

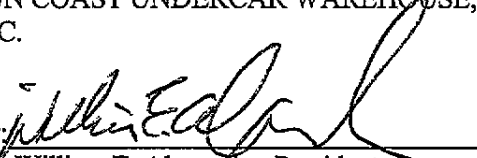
PARTS DEPOT, INC.

By: 
William E. Alexander, President

SUN COAST AUTO PARTS, INC.

By: 
William E. Alexander, President

SUN COAST UNDERCAR WAREHOUSE,
INC.

By: 
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