

317970

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

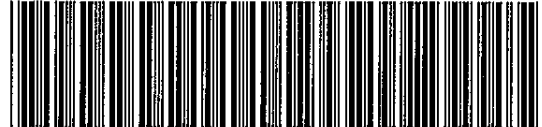
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RECEIVED
02 DEC 30 PM 12:16
DIVISION OF CORPORATION

EFFECTIVE DATE
12/31/02

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FILED
02 DEC 30 PM 4:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

KEY FORD, INC. A FLORIDA CORP., 317970
,

INTO

KEY FORD, INC., a Delaware entity not qualified in Florida.

File date: December 30, 2002, effective December 31, 2002

Corporate Specialist: Susan Payne

CT CORPORATION

December 30, 2002

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5756550 SO
Customer Reference 1:
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Key Ford, Inc. (FL)
Merger (Discontinuing Company)
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Jeffrey J Netherton
Sr. Fulfillment Specialist
Jeff_Netherton@cch-lis.com

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

ARTICLES OF MERGER
OF
KEY FORD, INC.
a Florida corporation
INTO
KEY FORD, INC.
a Delaware corporation

EFFECTIVE DATE
12/31/02
FILED

02 DEC 30 PM 4: 31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned corporation, hereby files these Articles of Merger this 27th day of December, 2002, in accordance with the Florida Business Corporation Act (the "Act").

1. The name of the surviving corporation of the merger is Key Ford, Inc., a Delaware corporation (the "Corporation").
2. The name and state of incorporation of each merging corporation is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Key Ford, Inc.	Delaware
Key Ford, Inc.	Florida
3. The Agreement and Plan of Merger is attached as **Exhibit "A"** and incorporated by reference herein.
4. The merger shall become effective on December 31, 2002, or such later date as these Articles of Merger are filed with the Florida Department of State.
5. The Plan of Merger was adopted by the sole shareholder of the surviving corporation on December 27, 2002.
6. The Plan of Merger was adopted by the sole shareholder of the merging corporation on December 27, 2002.

IN WITNESS WHEREOF, THESE ARTICLES OF MERGER have been signed by a duly authorized officer of the merging and surviving corporation and attested by its respective secretary, all as of the first date written above.

ATTEST:

KEY FORD, INC., a Florida corporation

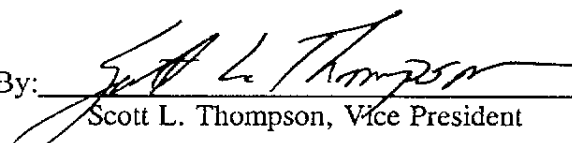

Beth Sibley, Secretary

By: 
Scott L. Thompson, Vice President

ATTEST:

KEY FORD, INC., a Delaware corporation


Beth Sibley, Secretary
gplent/mchugh-key/merger/articles_merger

By: 
Scott L. Thompson, Vice President

ARTICLES OF MERGER
Exhibit "A"

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is entered into this 27th day of December, 2002, by and between Key Ford, Inc., a Florida corporation ("Key") and Key Ford, Inc., a Delaware corporation ("Key-Del").

RECITALS:

WHEREAS, the authorized capital stock of Key consists of Four Thousand Thousand (4,000) shares of common stock, one cent (\$.01) par value per share (the "Florida Common Stock"), of which Three Thousand Eight Hundred Ten (3,810) shares are issued and outstanding;

WHEREAS, the authorized capital stock of Key-Del consists of One Thousand (1,000) shares of common stock, one cent (\$.01) par value per share (the "Delaware Common Stock"), of which One Hundred (100) shares are issued and outstanding;

WHEREAS, the respective boards of directors and shareholders of Key and Key-Del deem it desirable and in the best interests of the respective corporations that the two corporations merge into a single corporation (the "Merger"), and pursuant to resolutions duly adopted, such boards of directors and shareholders have further unanimously approved and adopted this Agreement;

WHEREAS, Key-Del agrees to file, or cause to be filed, all returns required of Key and does assume the liability for and guarantee the payment of all taxes accrued and owing by Key.

WHEREAS, Key and Key-Del desire to effect a merger whereby Key will be merged with and into Key-Del (Key-Del, in its capacity as the surviving corporation in the Merger is sometimes referred to herein as the "Surviving Corporation") and the outstanding shares of Florida Common Stock will by virtue of the Merger and without any action on the part of the holder thereof, automatically be cancelled and all shares of Florida Common Stock then held in treasury shall cease to exist and Key-Del will not make any new issuances of securities. There will be no substantive effect to the shareholder of Key and Key-Del.

NOW, THEREFORE in consideration of the recitals stated above and the mutual promises herein contained, the parties agree that Key shall merge with and into Key-Del, with Key-Del to be the surviving corporation, upon the following terms and conditions:

7. Merger and Effective Time. In accordance with the respective provisions of the DGCL and the FBCA and subject to the terms and conditions of this Plan, Key shall be merged with and into Key-Del effective December 31, 2002, or such later date as the Certificate of Merger, executed, adopted and approved in accordance with the DGCL shall have been filed with the Secretary of State of the State of Delaware and the Articles of Merger, executed, adopted and approved in accordance with the FBCA shall have been filed with the Department of State of Florida. (the "Effective Time"). Following the Merger, Key-Del shall continue to be governed by the laws of the State of Delaware, and the actions described above shall be conclusive evidence, for all purposes of this Plan, of compliance with all conditions precedent. The Board of Directors of Key-Del or Key may, upon written notice to the other party, abandon this Plan either before or after shareholder approval if circumstances arise which in the opinion of the respective Board of Directors make it inadvisable to proceed.

8. Effect of Merger. Except as may otherwise be set forth herein, at the Effective Time the separate corporate existence of Key shall cease, and in accordance with the terms of this Plan the Surviving Corporation shall continue with all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of both Key and Key-Del; and all and singular, all property, real, personal and mixed, belonging to both Key and Key-Del, and all debts due to either Key or Key-Del on whatever account, for stock subscriptions

as well as all other things in action, shall be vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall thereafter be as effectually the property of the Surviving Corporation as they were of Key and Key-Del; and the title to any real estate or interest therein, vested by deed or otherwise in either Key or Key-Del, shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of both Key and Key-Del, and any claim existing or action or proceeding pending by or against either Key or Key-Del may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either Key or Key-Del shall be impaired by the Merger, and all debts, liabilities and duties of both Key and Key-Del shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. If at any time the Surviving Corporation shall deem or be advised that any further transfers, assignments, conveyances, assurances in law or other acts or things are necessary or desirable to vest or confirm in the Surviving Corporation the title to any property or assets of either Key or Key-Del, both Key and Key-Del and its proper officers and directors shall execute and deliver any and all such property transfers, assignments, conveyances and assurances in law, and shall do all other acts and things as are necessary or proper to vest or confirm title to such property and assets in the Surviving Corporation and to otherwise carry out the purposes and intent of this Plan.

9. Certificate of Incorporation of Surviving Corporation. At the Effective Time, the Amended and Restated Certificate of Incorporation of Key-Del shall remain the Certificate of Incorporation of the Surviving Corporation.

10. Bylaws of Surviving Corporation. At the Effective Time, the Bylaws of Key-Del shall remain the Bylaws of the Surviving Corporation.

11. Directors and Officers. The officers of Key in office at the Effective Time shall be the officers of the Surviving Corporation, and shall hold office for the terms for which they have been elected or until their successors are duly elected and qualified pursuant to the Bylaws of the Surviving Corporation. The Directors of the Surviving Corporation shall be as follows:

Scott L. Thompson
J. Brooks O'Hara

Such Directors shall hold office until the next annual shareholder's meeting for directors or until their successors are duly elected and qualified pursuant to the Bylaws of the Surviving Corporation.

12. Conversion of Stock Upon Merger. The manner of converting the shares of Florida Common Stock outstanding immediately prior to the Effective Time shall be as follows:

6.1 Florida Common Stock. Each share of Florida Common Stock which shall be outstanding on the effective date of the Merger, and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holders thereof, automatically be cancelled and all shares of Florida Common Stock then held in treasury shall cease to exist and Key-Del will not make any new issuances of securities. There will be no substantive effect to the shareholder of Key and Key-Del.

6.2 Delaware Common Stock. Each share of Delaware Common Stock, which shall be issued and outstanding on the Effective Date, shall remain issued and outstanding.

13. Filing Certificate of Merger. When all required approvals have been received, the President of the Surviving Corporation is hereby authorized to sign a Certificate of Merger and the

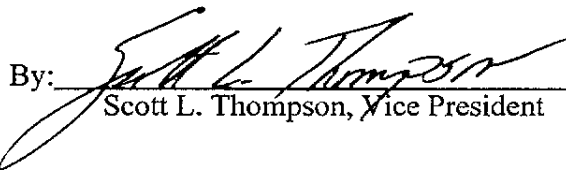
Articles of Merger, and the Secretary or Assistant Secretary is authorized to attest the same, and both are hereby authorized and directed to file such Certificates with the Secretary of the State of Delaware and the Department of State of Florida, all in accordance with such provisions as may be required by applicable Delaware and Florida law.

14. Responsibility for Taxes. The parties agree that Key-Del shall be the sole responsible party for payment of any fees, income, franchise or other taxes for Key and Key-Del.

IN WITNESS WHEREOF each of the parties have caused this Agreement to be executed as of the date first above written.

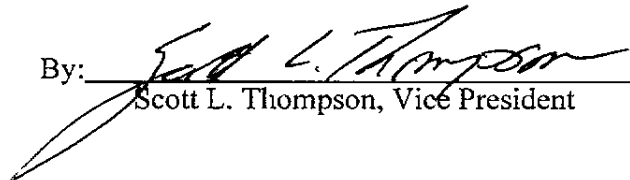
KEY FORD, INC.,
a Florida corporation

By: _____


Scott L. Thompson, Vice President

KEY FORD, INC.,
a Delaware corporation

By: _____


Scott L. Thompson, Vice President

**CERTIFICATE OF SECRETARY
OF
KEY FORD, INC.**

I, Beth Sibley, Secretary of Key Ford, Inc., a Florida corporation, ("Key"), hereby certify, that the foregoing Agreement dated December 27, 2002, between Key and Key Ford, Inc., a Delaware corporation, was duly adopted by the shareholders of Key in accordance with the Florida Business Corporation Act.

Executed this 27th day of December, 2002.



Beth Sibley, Secretary

**CERTIFICATE OF SECRETARY
OF
KEY FORD, INC.**

I, Beth Sibley, Secretary of Key Ford, Inc., a Delaware corporation, ("Key-Del"), hereby certify, that the foregoing Agreement dated December 27, 2002, between Key-Del and Key Ford, Inc., a Florida corporation, was duly adopted by the shareholders of Key-Del in accordance with the Delaware General Corporation Laws.

Executed this 27th day of December, 2002.



Beth Sibley, Secretary