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Articles of Merger

Filed 4-29-97

10 pgs.

418683

Eckert Seaman

Requestor's Name

200 W. College Ave

Address

Tallahassee FL 32301

City/State/Zip

Phone # 904-555-5515

Alias 5515

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. DK Bert Arizona Inc.
(Corporation Name) (Document #)

2. (Corporation Name) (Document #)

3. (Corporation Name) (Document #)

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Merger
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<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILING	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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Examiner's Initials

418683

ARTICLES OF MERGER
Merger Sheet

MERGING:

DKBERT ARIZONA, INC., an Arizona corporation not authorized to transact
business in Florida

INTO

ALAMO RENT-A-CAR, INC., a Florida corporation, 418683

File date: April 29, 1997

Corporate Specialist: Annette Hogan

Florida

ARTICLES OF MERGER

OF

DKBERT ARIZONA, INC. (an Arizona corporation)

INTO

ALAMO RENT-A-CAR, INC. (a Florida corporation)

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Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporation and foreign corporation herein named do hereby adopt the following Articles of Merger:

FIRST: Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging DKBERT ARIZONA, INC., an Arizona corporation ("DKBERT ARIZONA") with and into ALAMO RENT-A-CAR, INC., a Florida corporation ("ALAMO"), as approved and adopted by the Board of Directors of DKBERT ARIZONA on April 28, 1997, and as approved and adopted by the Board of Directors of ALAMO on April 28, 1997.

SECOND: The merger of DKBERT ARIZONA with and into ALAMO is permitted by the laws of the jurisdiction of organization of DKBERT ARIZONA and is in compliance with said laws.

THIRD: The merger was approved by the shareholders of ALAMO, the surviving corporation, on April 28, 1997. The number of votes cast for the merger was sufficient for approval.

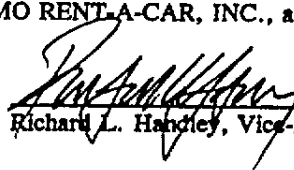
FOURTH: The merger was approved by the shareholders of DKBERT ARIZONA, the nonsurviving corporation, on April 28, 1997. The number of votes cast for the merger was sufficient for approval.

FIFTH: The merger shall be effective upon filing of these Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, said corporations to this merger have caused these Articles of Merger to be signed this 28th day of April, 1997.

ALAMO RENT-A-CAR, INC., a Florida corporation

By:


Richard L. Handley, Vice-President

DKBERT ARIZONA, INC., an Arizona corporation

By:


Richard L. Handley, Vice-President

57687

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of April 28, 1997, by and among DKBERT ARIZONA, INC., an Arizona corporation ("DKBERT Arizona"), and ALAMO RENT-A-CAR, INC., a Florida corporation ("ALAMO"), with such parties sometimes collectively referred to as the "Constituent Entities," and ALAMO sometimes referred to as the "Survivor".

WITNESSETH

WHEREAS, DKBERT Arizona is a corporation organized and existing under the laws of the State of Arizona; and

WHEREAS, ALAMO is a corporation organized and existing under the laws of the State of Florida; and

WHEREAS, all of the directors of DKBERT Arizona and ALAMO (collectively, the "Directors"), have approved this Agreement and Plan of Merger (this "Agreement"); and

WHEREAS, all of the shareholders of DKBERT Arizona and ALAMO (collectively, the "Shareholders") have adopted this Agreement in accordance with the applicable provisions of the Arizona Business Corporation Act of 1996, as amended, and in accordance with the applicable provisions of the Florida Business Corporation Act of 1990, as amended, which permit such a merger.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and intending to be legally bound hereby, the parties covenant and agree as follows:

1. MERGER

DKBERT Arizona shall upon and subject to the terms and conditions set forth in this Agreement be merged with and into ALAMO (the "Merger"), and ALAMO shall be the Survivor of said Merger and shall continue to do business as, and under the name of, "ALAMO Rent-A-Car, Inc.," a corporation organized under the laws of the State of Florida. Except as continued by operation of law, the separate corporate existence of DKBERT Arizona shall cease from and after the "Effective Date," as such term is defined below.

2. EFFECTIVE DATE

The Merger provided for in this Agreement shall become effective upon the filing of Articles of Merger with the Florida Department of State (the "Effective Date").

3. ARTICLES OF INCORPORATION

(a) The Articles of Incorporation of ALAMO shall constitute, from and after the Effective Date and until further amended in accordance with applicable law, the Articles of Incorporation of the Survivor (the "Articles").

(b) The By-laws of ALAMO, as in effect on the Effective Date, shall constitute, from and after the Effective Date and until further amended in accordance with applicable law, the By-laws of the Survivor (the "By-laws").

4. CANCELLATION AND EXTINGUISHMENT OF SHARES

Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of capital stock of DKBERT Arizona issued and outstanding on the Effective Date shall be canceled and extinguished as of the Effective Date by virtue of the Merger and without any action on the part of the holder thereof. Upon the Effective Date, each share of capital stock of ALAMO issued and outstanding immediately before the Effective Date, shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into one fully paid share of the Survivor, and outstanding certificates representing shares of ALAMO capital stock shall thereafter represent shares of the Survivor. Such certificates need not be exchanged for new certificates by the holders thereof after the Merger becomes effective.

5. DIRECTORS AND OFFICERS

The directors and officers of ALAMO on the Effective Date shall be, after the Effective Date, the directors and officers of the Survivor. Such directors and officers shall serve in such capacities until their successors shall have been duly elected and qualified according to the Articles and the By-laws.

6. EFFECT OF MERGER

(a) Upon the Effective Date:

(i) The Survivor shall possess all the rights, privileges, powers and franchises, of a public and private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Entities;

(ii) All property, real, personal and mixed, and all debts due to any Constituent Entity on whatever account, including all choses in action and other things belonging to the Constituent Entities, shall be vested in the Survivor;

(iii) All property, rights, privileges, powers and franchises, and every other interest of each of the Constituent Entities shall be, from and after the Effective Date, the

property of the Survivor, and the title to any real estate vested by deed or otherwise in the Constituent Entities shall not revert or be impaired in any way by this Agreement or the Merger provided for herein; but all rights of creditors and all liens upon any property of any Constituent Entity shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall, from and after the Effective Date, attach to and become the debts, liabilities and duties of the Survivor, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; and

(iv) All transfers and vesting in the Survivor referred to herein shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of merger or consolidation by law or express provision of any contract, agreement, decree, order or other instrument to which any of the Constituent Entities is bound.

(b) Upon the Effective Date, the accounting entries with respect to the assets, liabilities, capital, surplus and any and all other items of the Constituent Entities shall be taken up on the books of the Survivor at the amounts which they, respectively, are then carried on the books of said Constituent Entities, subject to such adjustments as may be appropriate in giving effect to the Merger.

(c) Nothing in this Agreement, however, shall be deemed to limit the generality of the property and rights hereby vested in, and liabilities assumed by, the Survivor pursuant to the provisions of the law applicable to the Merger, or to exclude any other defects, obligations, liabilities or duties provided by law as incident to or resulting from such Merger and not specifically mentioned in this Agreement.

7. PRIOR ACTS

All corporate and partnership acts, plans, policies, approvals and authorizations of the Constituent Entities, and of the Directors and committees appointed by such Directors, and their respective officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Survivor and shall be as effective and binding thereon as the same were with respect to DKBERT Arizona and ALAMO. The employees of DKBERT Arizona and ALAMO shall become the employees of the Survivor and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of DKBERT Arizona and ALAMO.

8. FURTHER ASSURANCES

If at any time the Survivor shall determine or be advised that any further instruments of transfer, assignments or assurances in law or any other acts or things are necessary or desirable to vest, perfect, confirm or record or authorize in the Survivor title to any property, rights, privileges, powers, franchises or any other interests of DKBERT Arizona or otherwise to carry out the provisions of this Agreement, DKBERT Arizona and its respective officers, as and when

requested by the Survivor shall execute and deliver any and all such instruments of transfer, assignments, assurances or other instruments.

9. AMENDMENT

(a) Subject to the provisions contained in Subsection 9(b) below, at any time prior to the Effective Date, this Agreement may be amended in any manner as may be determined in the joint judgment of the Directors to be necessary, desirable or expedient in order to facilitate the purposes and intent of this Agreement.

(b) Notwithstanding the provisions contained in Subsection 9(a) above, any action taken pursuant to said Subsection shall not: (i) alter or change the amount or kind of shares, obligations, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the shares of any class or series or partnership interests of the Constituent Entities; (ii) alter or change any term of the Articles of the Survivor; or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any shares of stock of or partnership interests in any of the Constituent Entities.

10. TERMINATION

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the joint decision of the Directors, notwithstanding approval of this Agreement by the Shareholders.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, DKBERT Arizona and ALAMO, pursuant to the approval and authority duly given by resolutions adopted by the Directors and Shareholders, have caused this Agreement and Plan of Merger to be executed on their behalf in each case as of the day and year first above written.

DKBERT ARIZONA, INC., an Arizona corporation

By: 

Richard L. Handley, Vice-President

ALAMO RENT-A-CAR, INC., a Florida corporation

By: 

Richard L. Handley, Vice-President

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