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DIVISION OF CORPORATION

EFFECTIVE DATE

12/31/02

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02 DEC 30 PM 5:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

ARTICLES OF MERGER
Merger Sheet

MERGING:

KOONS FORD, INC., A FLORIDA CORP., 493643

INTO

KOONS 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:

Koons 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
KOONS FORD, INC.,
a Florida corporation
INTO
KOONS FORD, INC.,
a Delaware corporation

EFFECTIVE DATE
12/31/02

FILED

02 DEC 30 PM 5:01

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

Name

State of Incorporation

Koons Ford, Inc.
Koons Ford, Inc.


Delaware
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 Agreement and Plan of Merger was adopted by the sole shareholder of the surviving corporation on December 27, 2002.
6. The Agreement and Plan of Merger was adopted by the sole shareholder of the merging corporation on December 27, 2002.

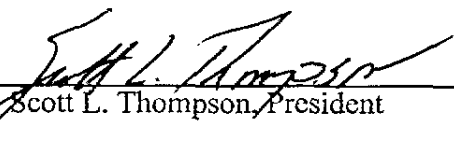
IN WITNESS WHEREOF, THESE ARTICLES OF MERGER have been signed by a duly authorized officer of the merging and surviving corporation and attested by its respective secretary, all as of the first date written above.

ATTEST:

KOONS FORD, INC., a Florida corporation

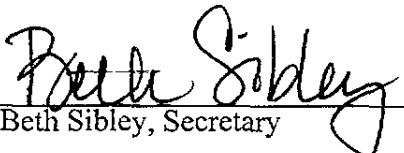

Beth Sibley, Secretary

By:

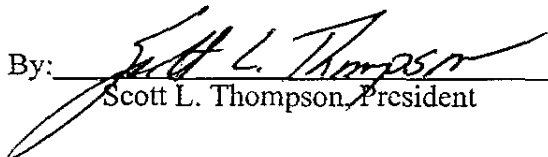

Scott L. Thompson, President

ATTEST:

KOONS FORD, INC., a Delaware corporation


Beth Sibley, Secretary

By:


Scott L. Thompson, 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 Koons Ford, Inc., a Florida corporation ("Koons") and Koons Ford, Inc., a Delaware corporation ("Koons-Del").

RECITALS:

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

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

WHEREAS, Koons and Koons-Del desire to effect a merger whereby Koons will be merged with and into Koons-Del (Koons-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 Koons-Del will not make any new issuances of securities. There will be no substantive effect to the shareholder of Koons and Koons-Del.

NOW, THEREFORE in consideration of the recitals stated above and the mutual promises herein contained, the parties agree that Koons shall merge with and into Koons-Del, with Koons-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 Delaware General Corporation Law ("DGCL") and the Florida Business Corporation Act ("FBCA") and subject to the terms and conditions of this Plan, Koons shall be merged with and into Koons-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, Koons-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 Koons-Del or Koons 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 Koons 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 Koons and Koons-Del; and all and singular, all property, real; personal and mixed, belonging to both Koons and Koons-Del, and all debts due to either Koons or Koons-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 Koons and Koons-Del; and the title to any real estate or interest therein, vested by deed or otherwise in either Koons or Koons-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 Koons and Koons-Del, and any claim existing or action or proceeding pending by or against either Koons or Koons-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 Koons or Koons-Del shall be impaired by the Merger, and all debts, liabilities and duties of both Koons and Koons-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 Koons or Koons-Del, both Koons and Koons-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 Koons-Del shall remain the Certificate of Incorporation of the Surviving Corporation.

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

11. Directors and Officers. The officers of Koons 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 Koons-Del will not make any new issuances of securities. There will be no substantive effect to the shareholder of Koons and Koons-Del.

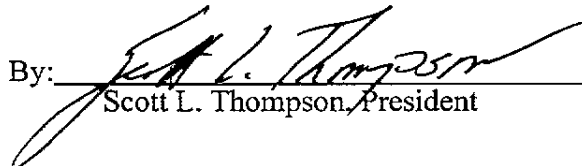
6.2 Delaware Common Stock. Each share of Delaware Common Stock, which shall be issued and outstanding on the Effective Date, shall remain issued and outstanding.

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.

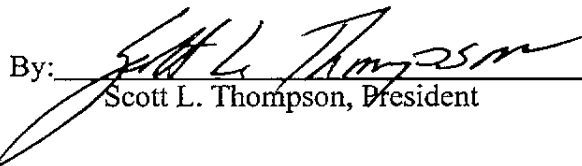
14. Responsibility for Taxes. The parties agree that Koons-Del shall be the sole responsible party for payment of any fees, income, franchise or other taxes for Koons and Koons-Del.

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

KOONS FORD, INC.,
a Florida corporation

By: 
Scott L. Thompson, President


KOONS FORD, INC.,
a Delaware corporation

By: 
Scott L. Thompson, President

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

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

Executed this 27th day of December, 2002.



Beth Sibley, Corporate Secretary

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

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

Executed this 27th day of December, 2002.



Beth Sibley, Corporate Secretary