

579998



ACCOUNT NO. : 072100000032

REFERENCE : 599976 4374944

AUTHORIZATION :

Patricia Pigot

COST LIMIT : \$ 70.00

FILED
00 FEB 24 PM 5:01
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

ORDER DATE : February 24, 2000

ORDER TIME : 11:11 AM

ORDER NO. : 599976-005

000003145950--6

CUSTOMER NO: 4374944

CUSTOMER: Sherrie Smith, Legal Asst
Nida & Maloney
800 Anacapa Street

Santa Barbara, CA 93101-2212

ARTICLES OF MERGER

HOLIDAY RV SUPERSTORES, INC.

INTO

HOLIDAY RV SUPERSTORES,
INCORPORATED

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY

C. COULLETTE FEB 25 2000

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS: _____
00 FEB 24 PM 12:10
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

HOLIDAY RV SUPERSTORES, INCORPORATED, a Florida corporation,
579998

INTO

HOLIDAY RV SUPERSTORES, INC., a Delaware corporation not qualified in
Florida.

File date: February 24, 2000

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER
OF
HOLIDAY RV SUPERSTORES, INCORPORATED, A FLORIDA CORPORATION
INTO
HOLIDAY RV SUPERSTORES, INC., A DELAWARE CORPORATION**

Pursuant to the provisions of 607.1107 of the Florida 1989 Business Corporations Act (the "Act"), Holiday RV Superstores, Incorporated, a Florida corporation ("*Holiday-Florida*") and Holiday RV Superstores, Inc., a Delaware corporation ("*Holiday-Delaware*") adopt the following Articles of Merger for the purpose of merging Holiday-Florida with and into Holiday-Delaware.

FIRST: The Agreement and Plan of Merger is attached hereto as Exhibit A.

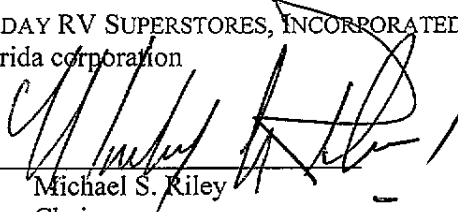
SECOND: The Agreement and Plan of Merger was adopted by the Board of Directors of Holiday-Florida on ~~November 18, 1999~~ ^{AUGUST 20, 1999} and the shareholders of Holiday-Florida by a vote of a majority of the issued and outstanding shares of common stock at a Special meeting of Shareholders held on January 7, 2000 and by the Board of Directors and sole stockholder of Holiday-Delaware by unanimous written consent dated as of November 18, 1999 in accordance with the provisions of Section 607.1103 of the Act.

THIRD: The surviving entity shall be Holiday-Delaware. The address of its principal office shall be 7851 Greenbriar Parkway, Orlando, Florida, 32819. Holiday-Delaware is deemed to have appointed the Secretary of the State of Florida as its agent for serve of process in a proceeding to enforce any obligation or rights of dissenting shareholders of Holiday-Florida. Holiday-Delaware agrees to promptly pay to the dissenting shareholders, if any, of Holiday-Florida the amount, if any to which they are entitled under Section 607.1302 of the Act.

FOURTH: That these Articles of Merger shall be effective upon filing.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 23rd day of February, 2000.

HOLIDAY RV SUPERSTORES, INCORPORATED,
a Florida corporation

By: 
Michael S. Riley
Chairman

HOLIDAY RV SUPERSTORES, INC.,
a Delaware corporation

By: 
Michael S. Riley
Chairman

FILED
00 FEB 24 PM 5:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN MERGER (the "*Agreement*"), dated as of November 23, 1999, is entered into by and between Holiday RV Superstores, Incorporated, a Florida corporation ("*Holiday Florida*") and Holiday RV Superstores, Inc., a Delaware corporation ("*Holiday Delaware*").

WITNESSETH:

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

WHEREAS, the respective Boards of Directors of Holiday Florida and Holiday Delaware have determined that it is advisable and in the best interests of each of such corporations that Holiday Florida merge with and into Holiday Delaware (the "*Merger*") upon the terms and subject to the conditions set forth in this Agreement for the purpose of effecting the change of the state of incorporation of Holiday Florida from Florida to Delaware;

WHEREAS, the respective Boards of Directors of Holiday Florida and Holiday Delaware have, by resolutions duly adopted, approved this Agreement, subject to the approval of the shareholders of each of Holiday Delaware and Holiday Florida; and

WHEREAS, this Agreement is intended as a tax free plan of reorganization within the meaning of Section 368 of the Internal Revenue Code.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Holiday Florida and Holiday Delaware hereby agree as follows:

1. **MERGER.** Holiday Florida shall be merged with and into Holiday Delaware and Holiday Delaware shall be the surviving corporation (hereinafter sometimes referred to as the "*Surviving Corporation*"). The Merger shall become effective upon the date and time when this Agreement is made effective in accordance with applicable law (the "*Effective Time*").

2. **GOVERNING DOCUMENTS; EXECUTIVE OFFICERS AND DIRECTORS.** The Certificate of Incorporation of Holiday Delaware, from and after the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws. The Bylaws of Holiday Delaware from and after the Effective Time, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof, or the Certificate of Incorporation of the Surviving Corporation and applicable laws. The executive officers, directors and members of committees of the Board of Directors of Holiday Florida, as of the Effective Time, shall become the executive officers, directors and members of committees of the Board of Directors of the Surviving Corporation, from and after the Effective Time, until their respective successors have been duly elected and qualify, unless they earlier die, resign or are removed.

3. **SUCCESSION.** At the Effective Time, the separate corporate existence of Holiday Florida shall cease, and Holiday Delaware shall possess all the rights, privileges, powers and franchises of a public and private nature of Holiday Florida; and all property, real, personal and mixed, and all debts due to Holiday Florida on whatever account, as well as for share subscriptions as all other things in action belonging to Holiday Florida, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers

and franchises, and all and every interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Holiday Florida, and the title to any real estate vested by deed or otherwise in Holiday Florida shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of Holiday Florida shall be preserved unimpaired, and all debts, liabilities and duties of Holiday Florida shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of Holiday Florida its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Holiday Florida. The employees and agents of Holiday Florida shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Holiday Florida. The requirements of any plans or agreements of Holiday Florida involving the issuance or purchase by Holiday Florida of certain shares of its capital stock shall be satisfied by the issuance or purchase of a like number of shares of the Surviving Corporation.

4. FURTHER ASSURANCES. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Holiday Florida such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Holiday Florida, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Holiday Florida or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. CONVERSION OF SHARES. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

(a) each share of the common stock, par value \$.01 per share (the "*Holiday Florida Common Stock*") of Holiday Florida outstanding immediately prior to the Effective Time shall be changed and converted into and shall be one fully paid and nonassessable share of common stock, par value \$.01 per share (the "*Holiday Delaware Common Stock*") of Holiday Delaware and no fractional shares shall be issued and fractions of half or more shall be rounded to a whole share and fractions of less than half shall be disregarded, such that the issued and outstanding capital stock of Holiday Delaware resulting from the conversion of the capital stock of Holiday Florida upon the Effective Time shall be equal to the number of shares of Common Stock at that time; and

(b) As of the Effective Time, Holiday Delaware hereby assumes all obligations under any and all employee benefit plans of Holiday Florida in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time and shall continue the stock option plans of Holiday Florida. Each outstanding and unexercised option, warrant or other right to purchase, or security convertible into Holiday Florida Common Stock shall become an option, warrant or right to purchase, or a security convertible into the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for each share of Holiday Florida Common Stock issuable pursuant to any such option, warrant or stock purchase right or convertible security, on the same terms and conditions and at an exercise or conversion price per share equal to the exercise or conversion price per share applicable to any such Holiday Florida option, warrant, stock purchase right or other

convertible security at the Effective Time. A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, warrants, stock purchase rights and convertible securities equal to the number of shares of Holiday Florida Common Stock so reserved immediately prior to the Effective Time.

(c) The shares of Holiday Delaware Common Stock presently issued and outstanding in the name of Holiday Florida shall be canceled and retired and resume the status of authorized and unissued shares of Holiday Delaware Common Stock, and no shares of Holiday Delaware Common Stock or other securities of Holiday Florida shall be issued in respect thereof.

6. STOCK CERTIFICATES. As of and after the Effective Time, all of the outstanding certificates which, immediately prior to the Effective Time, represented shares of Holiday Florida Common Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Holiday Delaware Common Stock into which the shares of Holiday Florida Common Stock formerly represented by such certificates, have been converted as herein provided. The registered owner on the books and records of the Surviving Corporation or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Holiday Delaware Common Stock evidenced by such outstanding certificate as above provided.

7. SHAREHOLDER APPROVAL. This Agreement has been approved by Holiday Florida under Section 607.1103 of the Florida Business Corporation Act by the shareholders representing in excess of 50% of the issued and outstanding voting securities of Holiday Florida entitled to vote on this Agreement. This Agreement has been approved by Holiday Delaware under Section 253 of the General Corporation Law of the State of Delaware. The signature of Holiday Florida on this Agreement shall constitute its written consent as sole shareholder of Holiday Delaware, to this Agreement and the Merger.

8. AMENDMENT. To the full extent permitted by applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto, either before or after approval of the shareholders of the constituent corporations and at any time prior to the Effective Time with respect to any of the terms contained herein.

9. ABANDONMENT. At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Boards of Directors of Holiday Florida or Holiday Delaware, notwithstanding approval of this Agreement by the shareholders of Holiday Delaware or by the shareholders of Holiday Florida, or both, if, in the opinion of either of the Boards of Directors of Holiday Florida or Holiday Delaware, circumstances arise which in the opinion of such Boards of Directors, make the Merger for any reason inadvisable.

10. COUNTERPARTS. In order to facilitate the filing and recording of this Agreement, the same may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

11. FLORIDA APPOINTMENT. Holiday Delaware hereby agrees that it may be served with process in the State of Florida in any action or special proceeding for enforcement of any liability or obligation of Holiday Florida or Holiday Delaware arising from the Merger. Holiday Delaware appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceeding and a copy of such process shall be mailed by the Secretary of State of Florida to Holiday Delaware at 7851 Greenbriar Parkway, Orlando, Florida 32819.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, Holiday Florida and Holiday Delaware have caused this Agreement to be executed and delivered at Orlando, Florida by their respective duly authorized officers as of the date first above written.

HOLIDAY RV SUPERSTORES, INCORPORATED
a Florida corporation

By: /s/ Michael S. Riley
Michael S. Riley
Chairman

HOLIDAY RV SUPERSTORES, INC.,
a Delaware corporation

By: /s/ Michael S. Riley
Michael S. Riley
Chairman