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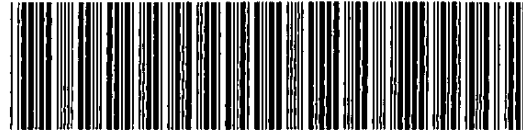
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LAW OFFICES
JOHN M. THOMSON, P.A.
ATTORNEYS AT LAW
THE GABLES LAW CENTER, SUITE 306
3081 SALZEDO STREET
CORAL GABLES (MIAMI), FLORIDA 33134-6711

Robert M. Thomson (1898-1976)
John M. (Jack) Thomson (Florida Bar 1959)

TELEPHONE (305) 443-5444
TELEFAX (305) 443-4446
E-Mail: thomlaw1@aol.com

November 29, 2007

Secretary of State
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: **MERGER DOCUMENTS**

Dear Sir/Madam:

Enclosed please find the following documents for filing:

1. Articles of Merger of Bill Ussery Motors, Inc. and
BUM Properties, LLC
2. Plan and Agreement of Reorganization, et al
3. Resolutions of Members and Managers of
BUM Properties, LLC

We would appreciate it if you would provide us with a certified copy of each document. I am, therefore, enclosing my check, in the amount of \$86.25, to cover all costs.

Thank you for your assistance in this matter.

Sincerely,



JOHN M. THOMSON

bes
Enclosure

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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF
BILL USSERY MOTORS, INC. AND
BUM PROPERTIES, LLC**

The undersigned **ROBERT W. BROCKWAY**, being the President of **BILL USSERY MOTORS, INC.**, a Florida corporation (the "Surviving Company"), Manager of **BUM PROPERTIES, LLC**, a Florida limited liability company, the company being merged (the "Merging Company"), for the purpose of merging the aforesaid companies, hereby certifies:

1. The exact name, street address of its principal office, jurisdiction, and entity type of the Merging Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BUM Properties, LLC 300 Almeria Ave. Coral Gables, FL 33134	Florida	LLC L 06000040323

2. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
BILL USSERY MOTORS, INC. 300 Almeria Ave. Coral Gables, FL 33134	Florida	S corp. 660298

3. These Articles of Merger are being filed pursuant to a plan of merger (the "Plan"), which is attached hereto and made a part hereof;
4. That all of the assets of the Merging Company are transferred to the Surviving Company;
5. The Articles of Incorporation of the Surviving Company were filed with the Department of State, Divisions of Corporations in the State of Florida on March 24, 1980;
6. The Articles of Organization BUM Properties, LLC of the Merging Company were filed with the Department of State, Divisions of Corporations in the State of Florida on April 18, 2006; and
7. The attached Plan meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was duly approved by the

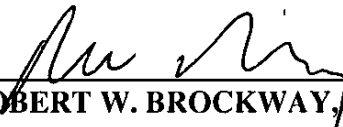
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member and shareholders of each constituent company respectively, in compliance with Chapter(s) 607, 617, 608, and/or 620 of the Florida Statutes.

8. These Articles of Merger may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) agreement.
9. The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.
10. The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.
11. The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.
12. The Surviving Entity has the written consent of the Merging Entity's Member for the merger.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 26TH day of **NOVEMBER**, 2007.

BILL USSERY MOTORS, INC., the Surviving Company

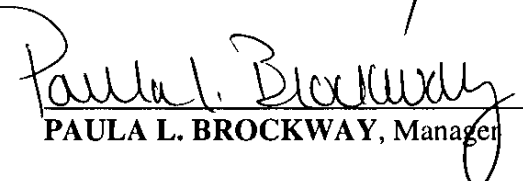


ROBERT W. BROCKWAY, President

BUM PROPERTIES, LLC, the Merging Company



ROBERT W. BROCKWAY Manager



PAULA L. BROCKWAY, Manager

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**PLAN AND AGREEMENT OF REORGANIZATION AND
ARTICLES OF MERGER**
By Merger of
BUM PROPERTIES, LLC
With and Into
BILL USSERY MOTORS, INC.
As the Surviving Corporation

This Plan and Agreement of Merger (hereinafter referred to as the "Agreement") is made this 26TH day of **NOVEMBER**, 2007, by and between **BUM PROPERTIES, LLC**, a Florida limited liability company (hereinafter referred to as the "Merging Company"), and **BILL USSERY MOTORS, INC.**, a corporation organized and validly existing under the laws of the State of Florida (hereinafter referred to as the "Surviving Company"). The Merging and Surviving Companies are sometimes referred to in this Agreement as the "Constituent Companies."

WITNESSETH

WHEREAS, the principal and registered office of the Surviving Corporation is 300 Almeria Avenue, Coral Gables, FL 33134, the corporation was duly formed on March 24, 1980; and its Registered Agent is **RONIT CANET**, 300 Almeria Avenue, Coral Gables, FL 33134; and

WHEREAS, the principal and registered office of the Merging Company is 300 Almeria Avenue, Coral Gables, FL 33134, the company was duly formed on April 18, 2006; and its Registered Agent is **MICHAEL AXMAN**, 2525 Ponce De Leon Blvd., Suite 400, Miami, FL 33134; and

WHEREAS, the aggregate number of shares that the Merging Company is authorized to issue are 100 membership units owned and outstanding and are owned legally and beneficially by **BILL USSERY MOTORS, INC.**; and

WHEREAS, the Directors, shareholders and member of the Constituent Companies deem it advisable and to the advantage of the Companies and the shareholders and member of both companies that the Merging Company be merged into the Surviving Corporation on the terms and conditions provided in this Agreement, and in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Companies have agreed and do hereby agree to merge in accordance with the applicable provisions of the laws of the State of Florida on the terms and conditions stated below.

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ARTICLE 1
PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of **BUM PROPERTIES, LLC** and **BILL USSERY MOTORS, INC.**, is adopted as follows:

a) **BUM PROPERTIES, LLC** shall be merged with and into **BILL USSERY MOTORS, INC.**, to exist and be governed by the laws of the State of Florida.

b) The name of the Surviving Company shall be **BILL USSERY MOTORS, INC.**

c) When this agreement shall become effective, the separate existence of **BUM PROPERTIES, LLC** shall cease (except as otherwise provided for specific purposes as provided by the laws of the State of Florida), and the Surviving Company shall succeed, without other transfer, to all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and property, both of a public and private nature, whether real, personal or mixed, of **BUM PROPERTIES, LLC** and shall be subject to all the restrictions, disabilities, duties, debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each Constituent Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

d) The Surviving Company will carry on business with the assets of **BUM PROPERTIES, LLC**, as well as with the assets of **BILL USSERY MOTORS, INC.**

e) The member of **BUM PROPERTIES, LLC** will surrender all of its membership units in the manner hereinafter set forth.

f) The Articles of Incorporation of **BILL USSERY MOTORS, INC.**, as existing on the effective date of the merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Company until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (hereinafter referred to as the "Effective Date") shall be when this Agreement has been adopted by the vote of the holders of the capital stock or membership units of each of the Companies hereto, in accordance with the requirements of the laws of the State of Florida and that fact has been certified by the Secretary or Assistant of each of the Companies and when the Articles of Merger are filed with the State of Florida.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF CONSTITUENT COMPANIES

Nonsurvivor

2.01. As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, **BUM PROPERTIES, LLC** represents and warrants to the Surviving Company as follows:

a) **BUM PROPERTIES, LLC** is a Florida limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

b) **BUM PROPERTIES, LLC** has 100 membership units all validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

c) All required tax returns of **BUM PROPERTIES, LLC**, if any, have been accurately prepared and duly and timely filed, and all taxes required to be paid with respect to the periods covered by the returns have been paid. **BUM PROPERTIES, LLC** has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to **BUM PROPERTIES, LLC** to execute this Agreement and perform its obligations under this Agreement, **BILL USSERY MOTORS, INC.** represents and warrants to **BUM PROPERTIES, LLC** as follows:

a) **BILL USSERY MOTORS, INC.** is a corporation organized and validly existing under the laws of the State of Florida, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted.

b) **BILL USSERY MOTORS, INC.** has two classes of common stocks. As of the date of this Agreement, 100 shares of class A common stock and 10,000 shares of class B common stock are validly issued and outstanding, fully paid, and nonassessable.

Securities Law

2.03. The Constituent Companies will mutually arrange for and manage all necessary procedures under the requirements of any and all applicable securities laws and the related supervisory commissions, if any, to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3
COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the Constituent Companies will carry on their businesses in substantially the same manner as before and will use their best efforts to maintain their business organization intact, to retain their present employees, if any, and to maintain their relationships with suppliers and other business contacts, if any. Except with the prior consent of **BILL USSERY MOTORS, INC.**, pending consummation of the merger, **BUM PROPERTIES, LLC** shall not:

- a) Declare or pay any dividend or make any other distribution on its shares.
- b) Create or issue any indebtedness for borrowed money.
- c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Unit Holder

3.02. This Agreement shall be submitted to the unit holders of **BUM PROPERTIES, LLC** for approval in the manner provided by the laws of the State of Florida. This Agreement shall also be submitted to the shareholders of **BILL USSERY MOTORS, INC.** for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to obligations of BUM PROPERTIES, LLC

3.03. Except as may be expressly waived in writing by **BUM PROPERTIES, LLC**, all of the obligations of **BUM PROPERTIES, LLC** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **BILL USSERY MOTORS, INC.**:

a) The representations and warranties made by **BILL USSERY MOTORS, INC.** to **BUM PROPERTIES, LLC** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **BILL USSERY MOTORS, INC.** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **BUM PROPERTIES, LLC** and shall either correct the error, misstatement, or omission or obtain a written waiver from **BUM PROPERTIES, LLC**.

b) **BILL USSERY MOTORS, INC.** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

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c) **BILL USSERY MOTORS, INC.** shall have delivered to **BUM PROPERTIES, LLC** a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **BILL USSERY MOTORS, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged.

2) The execution, the delivery, and the performance of this Agreement by **BILL USSERY MOTORS, INC.** has been duly authorized and approved by requisite company action of **BILL USSERY MOTORS, INC.**

3) This Agreement and the instruments delivered to **BUM PROPERTIES, LLC** under this Agreement have been duly and validly executed and delivered by **BILL USSERY MOTORS, INC.** and constitute the valid and binding obligations of **BILL USSERY MOTORS, INC.**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **BILL USSERY MOTORS, INC.** shall have delivered to **BUM PROPERTIES, LLC** a certificate dated the Effective Date executed in its name by its President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substances to counsel for **BUM PROPERTIES, LLC**

Conditions Precedent to Obligations of BILL USSERY MOTORS, INC.

3.04. Except as may be expressly waived in writing by **BILL USSERY MOTORS, INC.**, all of the obligations of **BILL USSERY MOTORS, INC.** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **BUM PROPERTIES, LLC**.

a) The representations and warranties made by **BUM PROPERTIES, LLC** to **BILL USSERY MOTORS, INC.** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **BUM PROPERTIES, LLC** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **BILL USSERY**

MOTORS, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from **BILL USSERY MOTORS, INC.**

b) **BUM PROPERTIES, LLC** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) **BUM PROPERTIES, LLC** shall have delivered to **BILL USSERY MOTORS, INC.** a certificate dated the Effective Date executed in its name by its Manager, certifying to the effect that:

1) **BUM PROPERTIES, LLC** is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged.

2) The execution, the delivery, and the performance of this Agreement by **BUM PROPERTIES, LLC** has been duly authorized and approved by requisite company action of **BUM PROPERTIES, LLC**

3) This Agreement and the instruments delivered to **BUM PROPERTIES, LLC** under this Agreement have been duly and validly executed and delivered by **BUM PROPERTIES, LLC** and constitute the valid and binding obligations of **BUM PROPERTIES, LLC** enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **BUM PROPERTIES, LLC** shall have delivered to **BILL USSERY MOTORS, INC.** a certificate dated the Effective Date executed in its name by its President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to retain or prohibit the carrying out of the transactions contemplated by this Agreement.

f) Each member shall have delivered a letter to **BILL USSERY MOTORS, INC.** containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

ARTICLE 4

MANNER OF CONVERTING SHARES

Manner

4.01. The holder of units of **BUM PROPERTIES, LLC** shall surrender all of its units to the President of the Surviving Corporation promptly after the Effective Date.

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Shares of Survivor

4.02. The currently outstanding shares of **BILL USSERY MOTORS, INC.** shall remain outstanding.

ARTICLE 5 **DIRECTORS AND OFFICERS**

Manager and Officers of Survivor

5.01. (a) The present officers and directors of **BILL USSERY MOTORS, INC.** shall continue to serve until the next annual meeting or until their successors have been elected.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Company on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided by the bylaws of the Surviving corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of **BILL USSERY MOTORS, INC.** shall remain as officers of the Surviving Company until the Board of Directors of the Surviving Company shall determine otherwise. The Board of Directors of the Surviving Company may elect or appoint additional officers as it deems necessary.

ARTICLE 6 **OPERATING AGREEMENT**

By Laws of Survivor

6.01. The By Laws of **BILL USSERY MOTORS, INC.**, as existing on the Effective Date of the merger, shall continue in full force and effect as the By Laws of the Surviving corporation until altered, amended, or repealed as provided in the its Charter and By Laws or as provided by law.

ARTICLE 7 **NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION,** **AND EXPENSES OF NONSURVIVOR**

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the stockholders of **BILL USSERY MOTORS, INC.**, or the member of **BUM PROPERTIES, LLC**, pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under the Agreement. The covenants, representations, and warranties of the parties and the stockholders and members shall survive for a period of three years after the Effective Date. No inspection, examination, or

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audit made on behalf of the Constituent Companies or the stockholders or members shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.02. **BUM PROPERTIES, LLC** agrees that on or prior to the Effective Date it shall obtain from its member an agreement under which the member shall indemnify and hold harmless **BILL USSERY MOTORS, INC.** against and in respect of all damages (as defined in this paragraph) in excess of \$5,000.00 in the aggregate. Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to **BILL USSERY MOTORS, INC.** from (i) any inaccurate representation made by or on behalf of **BUM PROPERTIES, LLC** or its member in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **BUM PROPERTIES, LLC** or the member, in or pursuant to this Agreement; (iii) breach or default in the performance by **BUM PROPERTIES, LLC** of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the members of any of the obligations to be performed by them under any agreement delivered by them to **BILL USSERY MOTORS, INC.** pursuant to this Agreement. The member shall reimburse **BILL USSERY MOTORS, INC.** on demand for any payment made or for any loss suffered by **BILL USSERY MOTORS, INC.** at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The member shall satisfy its obligations to **BILL USSERY MOTORS, INC.** by the payment of cash on demand. The member shall have the opportunity to defend any claim, action, or demand asserted against **BILL USSERY MOTORS, INC.**, for which **BILL USSERY MOTORS, INC.**, claims indemnity against the members; provided that (i) the defense is conducted by reputable counsel approved by **BILL USSERY MOTORS, INC.**, which approval shall not be unreasonably withheld; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the member; and (iii) counsel for **BILL USSERY MOTORS, INC.**, may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of **BILL USSERY MOTORS, INC.**

Expenses

7.03. **BUM PROPERTIES, LLC** will cause the member to pay all expenses in excess of \$5,000.00 incurred by **BILL USSERY MOTORS, INC.**, in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation on all fees and expenses of **BILL USSERY MOTORS, INC.**, counsel and accountants (none of which shall be charged to **BILL USSERY MOTORS, INC.**). If the transactions contemplated by this Agreement are not consummated, either **BUM PROPERTIES, LLC** or its member shall pay such expenses of **BUM PROPERTIES, LLC** as the member and **BUM PROPERTIES, LLC** may then determine. **BILL USSERY MOTORS, INC.** shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8
TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date, notwithstanding the approval of the shareholders of the Constituent Companies:

(a) By mutual consent of the member or Board of Directors of the Constituent Companies.

(b) At the election of the member or Board of Directors of either Constituent Companies if:

(1) The number of shareholders of either Constituent Company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either Constituent Company, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either Constituent Company.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or Operating Manager of either Constituent Company whose Board of Director has made the election shall give immediate written notice of the election to the other Constituent Company.

(b) On the giving of notice as provided in Subparagraph (a) of this Paragraph 8.02, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either Constituent Company as a result of the termination and abandonment.

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ARTICLE 9
INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. **BUM PROPERTIES, LLC** agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. **BUM PROPERTIES, LLC** further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the postal service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

- (a) In the case of **BUM PROPERTIES, LLC** to:

*Michael Axman, 2525 Ponce DeLeon Blvd., Suite 400,
Coral Gables, FL 33134*

or to such other person or address as **BUM PROPERTIES, LLC** may from time to time request in writing.

- (b) In the case of **BILL USSERY MOTORS, INC.**, to:

RONIT CANET, 300 Almeria Avenue, Coral Gables, FL 33134

or to such other person or address as **BILL USSERY MOTORS, INC.** may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the Constituent Companies with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

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Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on 26TH day of **NOVEMBER**, 2007.

BUM PROPERTIES, LLC
a Florida limited liability company



ROBERT W. BROCKWAY, Manager



PAULA L. BROCKWAY, Manager

BILL USSERY MOTORS, INC.,
a Florida corporation



ROBERT W. BROCKWAY, President

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**RESOLUTIONS OF MEMBERS AND MANAGERS
OF
BUM PROPERTIES, LLC**

The undersigned, being the sole Member and the Managers of **BUM PROPERTIES, LLC**, a Florida limited liability company, (the "Company"), hereby adopt the following resolutions by written consent, in lieu of a meeting, effective as of November 26th, 2007.

RESOLVED, that the Company is hereby authorized to merge into its parent company, Bill Ussery Motors, Inc. with Bill Ussery Motors, Inc. being the surviving entity and the Company being merged out of existence, and further

RESOLVED, that the Managers of the Company are hereby authorized and directed to execute and deliver the merger agreement and execute all agreements and other papers required to complete the merger; and further

RESOLVED, that the Managers of the Company are hereby authorized, empowered and directed to take any further actions which may be deemed necessary to effectuate the purpose and intent of the foregoing resolutions.

BILL USSERY MOTORS, INC.
A Florida Corporation
Sole Member

By: _____

ROBERT W. BROCKWAY, President

ROBERT W. BROCKWAY, Manager

PAULA L. BROCKWAY, Manager

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