

A24567

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

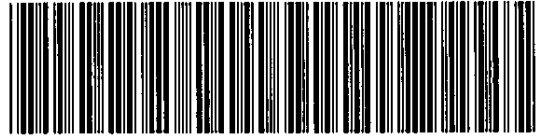
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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06/05/08--01003--009 **107.50

FILED
08 JUN -4 PM 2:15
TALLAHASSEE, FLORIDA
STATE

B. KOHR

JUN 6 2008

EXAMINER

CORP DIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

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08 JUN -4 PM 2:15
TALLAHASSEE, FLORIDA

CONTACT: KATIE WONSCH

DATE: 06/04/08

REF. #:

CORP. CF -77.50

- ARTIC
- ANNUA
- FOREI
- REINS
- CERTI
- OTHER _____

CERT 30.00

- AMENDMENT
- SERVICE MARK
- PARTNERSHIP
- ARTICLES OF DISSOLUTION
- FICTITIOUS NAME
- LIMITED LIABILITY
- WITHDRAWAL

STATE FEES PREPAID WITH CHECK# 526326 FOR \$ 107.50

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- CERTIFIED COPY
- CERTIFICATE OF GOOD STANDING
- PLAIN STAMPED COPY
- CERTIFICATE OF STATUS

Examiner's Initials

CERTIFICATE OF MERGER
OF
9401 ATLANTIC BOULEVARD L.L.C.
INTO
C&O PROPERTIES, LTD.

L 08000051591

FILED
08 JUN -4 PM 2:15
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 620.2108 and Section 608.4382, Florida Statutes, 9401 ATLANTIC BOULEVARD L.L.C. (the "Subsidiary"), a Florida limited liability company, and C&O PROPERTIES, LTD. (the "Parent"), a Florida limited partnership, adopt the following Certificate of Merger for the purpose of merging the Subsidiary into the Parent (the "Merger").

Article I
Plan of Merger

The plan of merger for the Merger (the "Plan of Merger") within the meaning of Section 620.2106 and Section 608.438(3), Florida Statutes, is as set forth in Exhibit A to this Certificate of Merger, which is incorporated herein and made part of this Certificate of Merger for all purposes.

Article II
Statement of Approval

The Plan of Merger was approved by (i) the Subsidiary in accordance with the applicable provisions of Chapter 608 of the Florida Statutes, and (ii) the Parent in accordance with the applicable provisions of Chapter 620 of the Florida Statutes.

Article III
Compliance with Laws and Agreements

The Merger is permitted under the laws of the state of Florida and is not prohibited by the organizational documents of either constituent organization that is a party to the Merger.

Article IV
Effective Date

The Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of Florida.

[Signature page follows]

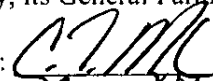
**SIGNATURE PAGE
TO
CERTIFICATE OF MERGER
OF
9401 ATLANTIC BOULEVARD L.L.C.
INTO
C&O PROPERTIES, LTD.**

IN WITNESS WHEREOF, this Certificate of Merger has been executed in accordance with the requirements of Section 620.2108 and Section 608.4382 of the Florida Statutes by the parties as of the 4th day of June, 2008.

9401 ATLANTIC BOULEVARD L.L.C.,
a Florida limited liability company

By: C&O PROPERTIES, LTD., a Florida
limited partnership, its Sole Member

By: ASBURY JAX MANAGEMENT
L.L.C., a Delaware limited liability
company, its General Partner

By: 
Name: Craig T. Monaghan
Title: VP

C&O PROPERTIES, LTD., a Florida limited
partnership

By: ASBURY JAX MANAGEMENT L.L.C., a
Delaware limited liability company, its
General Partner

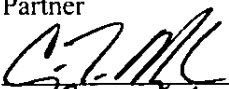
By: 
Name: Craig T. Monaghan
Title: VP

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER
(9401 ATLANTIC BOULEVARD L.L.C. INTO C&O PROPERTIES, LTD.)**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of June 4, 2008, by and between 9401 ATLANTIC BOULEVARD L.L.C. (the "Subsidiary"), a Florida limited liability company, and C&O PROPERTIES, LTD. (the "Parent"), a Florida limited partnership, pursuant to Section 620.2106 and Section 608.438 of the Florida Statutes.

Background

The Subsidiary was formed as a limited liability company under the laws of the State of Florida and is in good standing. The Parent was formed as a limited partnership and is in good standing. Pursuant to this Agreement, the Subsidiary will merge with and into the Parent and the separate existence of the Subsidiary will cease (the "Merger"). The Parent will survive and own all of the rights and property and be subject to all of the liabilities of the Subsidiary.

Operative Terms

1. Parties to the Merger. The name of each constituent organization that is a party to the Merger and the jurisdiction of formation are as follows:

Name	Jurisdiction of Formation	Entity Type	Florida Document/Registration No.
9401 Atlantic Boulevard L.L.C.	Florida	Limited Liability Company	L08000051591
C&O Properties, Ltd.	Florida	Limited Partnership	A24567

2. Merger. Upon the terms set forth in this Agreement, and in accordance with the applicable provisions in the Florida Statutes, at the Effective Time (as defined in Section 3 below), the Subsidiary shall be merged with and into the Parent. Following the Effective Time, the separate existence of the Subsidiary shall cease and the Parent shall continue as the surviving entity in the merger (the "Surviving Entity").

3. Effective Time. The Parent will cause a Certificate of Merger (the "Certificate of Merger") to be executed as provided in Section 620.2108 and Section 608.4382 of the Florida Statutes and delivered to the Department of State of the State of Florida. The Merger shall be effective upon the filing of the Certificate of Merger with the Secretary of State of Florida (the "Effective Time").

4. Effect of the Merger. At the Effective Time, as a result of the Merger and without any action on the part of any of the Parent, its partners, or the Subsidiary:

- (a) The membership interests of the Subsidiary that are owned by any person or entity immediately prior to the Effective Time shall automatically be cancelled

and retired, without payment of any additional consideration therefore and shall cease to exist.

- (b) The Subsidiary ceases to exist as a separate entity. All property owned by the Subsidiary vests in the Parent. All debts, liabilities, and other obligations of the Subsidiary continue as obligations of the Parent. An action or proceeding pending by or against the Subsidiary or the Parent may be continued as if the Merger had not occurred. Except as prohibited by law, all of the rights, privileges, immunities, powers and purposes of the Subsidiary vest in the Parent.

5. Filing of Certified Certificate of Merger. The Parent shall cause a copy of the Certificate of Merger which has been certified by the Florida Department of State to be filed in the recording office of the county in which any real property is held by the Subsidiary immediately prior to the Effective Time.

6. Counterparts. This Agreement may be executed in any number of counterparts (whether facsimile or portable document format (PDF)), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

7. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

8. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

9. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

10. Further Assurances. The parties shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

[Signature page follows]

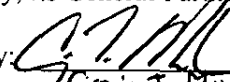
**SIGNATURE PAGE
TO
AGREEMENT AND PLAN OF MERGER
(9401 ATLANTIC BOULEVARD L.L.C. INTO C&O PROPERTIES, LTD.)**

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been approved by each constituent organization that is a party to the Merger in accordance with the requirements of Section 620.2107 and Section 608.4381 of the Florida Statutes as of June 4, 2008.

9401 ATLANTIC BOULEVARD L.L.C.,
a Florida limited liability company

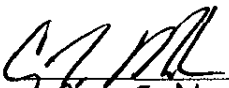
By: C&O PROPERTIES, LTD., a Florida limited
partnership, its Sole Member

By: ASBURY JAX MANAGEMENT
L.L.C., a Delaware limited liability
company, its General Partner

By: 
Name: Craig T. Monaghan
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