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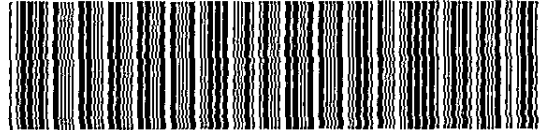
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**EFFECTIVE DATE**  
**12-31-05**

**FILED**  
**05 DEC 27 AM 9:13**  
**CLERK OF STATE**  
**TALLAHASSEE, FLORIDA**

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** The Gabor Agency, Inc.  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Eduardo Waite, Esq.  
(Contact Person)

Hartman, Simons, Spielman & Wood, LLP  
(Firm/Company)

6400 Powers Ferry Rd., NW, Suite 400  
(Address)

Atlanta, GA 30339  
(City/State and Zip Code)

For further information concerning this matter, please call:

Sean J. Coleman, Esq. At ( 770 ) 266-1357  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

✶ **STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

ARTICLES OF MERGER  
of  
INVESTAR HOLDINGS, INC.,  
a Georgia corporation,  
and  
INVESTAR, INC.  
a Georgia corporation  
and  
THE GABOR AGENCY, INC.,  
a Florida corporation

FILED  
05 DEC 27 AM 9:14  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Florida Statutes"), **THE GABOR AGENCY, INC.**, a Florida corporation (the "Surviving Corporation"), hereby certifies in connection with the merger of **INVESTAR HOLDINGS, INC.**, a Georgia corporation and **INVESTAR, INC.**, a Georgia corporation (collectively referred to herein as the "Merging Corporations"), with and into the Surviving Corporation (the "Merger"):

1. The name and state of incorporation of the Surviving Corporation is "The Gabor Agency, Inc.", a Florida corporation.

2. The names and states of incorporation of the Merging Corporations are as follows:

<u>Name</u>	<u>State of Incorporation</u>	<u>EFFECTIVE DATE</u>
Investar Holdings, Inc.	Georgia	<u>12-31-05</u>
Investar, Inc.	Georgia	

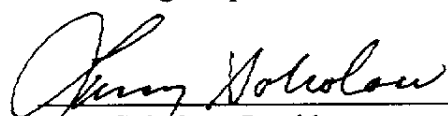
3. The executed Agreement and Plan of Merger (the "Plan") is attached hereto.

4. The Plan of Merger was duly authorized and approved by the shareholders of each of the constituent corporations in accordance with Section 607.1103 of the Florida Statutes and Section 14-2-1103 of the Georgia Business Corporation Code on December 22, 2005.

5. The effective date and time of the Merger shall be December 31, 2005, at 5:00 p.m., Eastern Standard Time.

IN WITNESS WHEREOF, the undersigned, as the Surviving Corporation in the Merger, has caused its duly authorized representative to execute these Articles of Merger as of this 22 day of December, 2005.

The Gabor Agency, Inc.,  
a Florida corporation  
"Surviving Corporation"

  
Larry Sokolow, President

**AGREEMENT AND PLAN OF MERGER  
OF  
INVESTAR HOLDINGS, INC.  
(A GEORGIA CORPORATION)  
AND  
INVESTAR, INC.  
(A GEORGIA CORPORATION)  
AND  
THE GABOR AGENCY, INC.  
(A FLORIDA CORPORATION)**

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger") is entered into this 11 day of December, 2005, by and among INVESTAR HOLDINGS, INC., a Georgia corporation ("IH"), and INVESTAR, INC., a Georgia corporation ("Investar") and THE GABOR AGENCY, INC., a Florida corporation ("Gabor").

**WITNESSETH:**

WHEREAS, IH owns one hundred percent (100%) of the issued and outstanding shares of common stock of each of Investar and Gabor.

WHEREAS, in accordance with Section 14-2-1103 of the Georgia Business Corporation Code (the "Georgia Code"), the Board of Directors and shareholders of each of IH and Investar has determined that it is in the best interests of their respective corporations and shareholders to approve the acquisition of each corporation by Gabor by means of a merger, with each of IH and Investar merging with and into Gabor (the "Merger") upon the terms and conditions set forth in this Plan of Merger; and

WHEREAS, in accordance with Section 607.1103 of the Florida Business Corporation Act (the "Florida Statutes"), the Board of Directors and shareholders of Gabor has approved the Merger upon the terms and subject to the conditions set forth in this Plan of Merger; and

NOW, THEREFORE for and in consideration of the premises and the mutual promises, covenants and agreements of the parties contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I  
MERGER**

1.1 **MERGER.** On the Effective Date (as hereinafter set forth) and subject to the terms and conditions of this Plan of Merger and the applicable provisions of the Code and the Act, each of IH and Investar shall be merged with and into Gabor. The separate existence of each of IH and Investar shall cease on and after the Effective Date.

1.2 **SURVIVING ENTITY.** Gabor shall continue its existence as the surviving entity of the Merger under the laws of the State of Florida. The principal place of business, Articles of Incorporation, Bylaws and shareholders of Gabor shall survive the merger without amendment or

revision and be the principal place of business, Articles of Incorporation, Bylaws and shareholders of Gabor.

1.3 **MERGED ENTITY.** Without limiting the foregoing, on and after the Effective Date, the separate existence of both IH and Investar shall cease, and in accordance with the terms of this Plan of Merger, Gabor shall possess all the rights, obligations, privileges, immunities and franchises, of a public or private nature, possessed by each of IH, Investar, and Gabor immediately prior to the Merger; and all debts due on whatever account, including subscriptions to stock, and all other choses in action and all and every other interest of or belonging to or due to IH, Investar or Gabor shall be taken and deemed to be transferred to and vested in Gabor without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of Gabor as they were of IH, Investar or Gabor immediately prior to the Merger, and the title to any real estate, whether by deed or otherwise, vested in IH or Investar, shall not revert or be in any way impaired by reason of the Merger. Gabor shall thenceforth be responsible and liable for all of the liabilities and obligations of IH and Investar. Any claim existing or action or proceeding pending by or against IH, Investar or Gabor may be prosecuted as if the Merger had not taken place, or Gabor may be substituted in its place. Neither the rights of creditors nor any liens upon property of IH, Investar or Gabor shall be impaired by the Merger.

1.4 **EFFECTUATION OF MERGER.** Each of IH, Investar and Gabor shall take all such action as shall be necessary or appropriate in order to effectuate the Merger, including, without limitation, executing any and all documents prescribed by the laws of the States of Georgia and Florida. If at any time Gabor shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in Gabor, according to the terms hereof, the title to any property or rights of IH and Investar, the last acting officers of IH and Investar, or the corresponding officers of Gabor, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in Gabor, and otherwise to carry out the purposes of this Plan of Merger.

## **ARTICLE II CONVERSION OF SHARES**

Immediately prior to the Effective Date, IH owns 100 percent (100%) of the issued and outstanding common stock of each of Investar and Gabor. As a result, upon the Effective Date:

2.1 **IH COMMON STOCK.** On the Effective Date, by virtue of the Merger and without any action on the part of the holder of any shares of common stock of IH, each share of common stock of IH shall automatically be exchanged and converted into one (1) fully paid and non-assessable share of the common stock, \$0.01 par value per share, of Gabor.

2.2 **INVESTAR COMMON STOCK.** On the Effective Date, by virtue of the Merger and without any action on the part of the holder of any shares of common stock of Investar, each share of common stock of Investar shall automatically be cancelled and shall no longer be outstanding, and all rights in respects thereof shall cease to exist.

2.3 **GABOR EXISTING STOCK.** On the Effective Date, by virtue of the Merger and without any action on the part of the holder of any shares of common stock of Gabor, each share

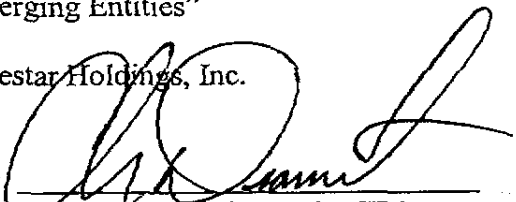
contain all of the terms of such agreement without the need to refer to other documents. There are no other understandings, written or oral, among the parties with respect to the matter set forth herein.

(Signatures on following page)

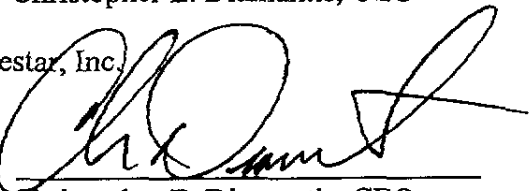
IN WITNESS WHEREOF, this Plan of Merger is hereby executed upon behalf of each of the parties thereto this 22 day of December, 2005.

"Merging Entities"

Investar Holdings, Inc.

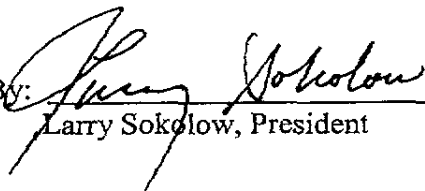
By:   
Christopher E. Diamantis, CEO

Investar, Inc.

By:   
Christopher E. Diamantis, CEO

"Surviving Entity"

The Gabor Agency, Inc.

By:   
Larry Sokolow, President