

# J14342



FILED  
98 APR 29 AM 11:57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032  
REFERENCE : 799822 5674A  
AUTHORIZATION :  
COST LIMIT : \$ 122.50

*Patricia Pugh*

ORDER DATE : April 29, 1998  
ORDER TIME : 10:15 AM  
ORDER NO. : 799822-005  
CUSTOMER NO: 5674A

*merger*

CUSTOMER: Robert C. Burke, Jr., Esq  
Kimpton Burke & White  
Suite 100  
28059 U.s. Highway 19, North  
Clearwater, FL 33761

ARTICLES OF MERGER

EUROPEAN AUTO SALES, INC.

Name	
Availability	4/30/98
Department	INTO
Country/State	COUNTRYSIDE FOREIGN
Product	AUTOMOTIVE, INC
Update	
Version	
Approval	
Comments	

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:  
XX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

RECEIVED  
98 APR 29 AM 11:30  
DIVISION OF CORPORATION

CONTACT PERSON: Daniel W Leggett  
EXAMINER'S INITIALS:

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

EUROPEAN AUTO SALES, INC., a Florida corporation V24895

INTO

**COUNTRYSIDE FOREIGN AUTOMOTIVE, INC.**, a Florida corporation, J14342

File date: April 29, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50

98 APR 29 AM 11:57  
 FILED  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
 OF FLORIDA CORPORATIONS  
 INTO  
 COUNTRYSIDE FOREIGN AUTOMOTIVE, INC.**

Pursuant to the provisions of Section 607.1101 of the Florida General Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations.

1. The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Florida General Corporation Act:

See Agreement of Merger attached.

2. The dates of adoption of the Plan of Merger by the shareholders were:

Name of Corporation	Date
EUROPEAN AUTO SALES, INC.	April 30, 1998
COUNTRYSIDE FOREIGN AUTOMOTIVE, INC.	April 30, 1998

3. As to each of the undersigned corporations, the number of share outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such plan, are as follows:

Name	Entitled to Vote as a Class		
	No. Shares Outstanding	Designation of Class	No. Of Shares
EUROPEAN AUTO SALES, INC.	100	common	100
COUNTRYSIDE FOREIGN AUTOMOTIVE, INC.	100	common	100

4. As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively are as follows:

Name	Total Voted For	Total Voted Against	Number of Shares Entitled to Vote as a Class		
			Class	Voted For	Voted Against
EUROPEAN AUTO SALES, INC.	100	0	common	100	0

COUNTRYSIDE  
FOREIGN AUTO-  
MOTIVE, INC.

100

0

common

100

0

Dated: Effective April 30, 1998.

COUNTRYSIDE FOREIGN AUTOMOTIVE,  
INC.

By: [Signature]  
Matthew J. DeLade, President

(Corporate Seal)

Attest:

[Signature]  
Matthew J. DeLade, Secretary

EUROPEAN AUTO SALES, INC.

By: [Signature]  
Matthew J. DeLade, President

(Corporate Seal)

Attest:

[Signature]  
Matthew J. DeLade, Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, personally appeared MATTHEW J. DELADE to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President and Secretary for COUNTRYSIDE FOREIGN AUTOMOTIVE, INC., a Florida corporation, and who further executed the foregoing instrument as President and Secretary for EUROPEAN AUTO SALES, INC., a Florida corporation, and severally acknowledged to and before me that he executed such instrument as such President and Secretary of said corporations, and that the seals affixed to the foregoing instrument are the corporate seals of said corporations, and they were affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporations.

WITNESS My hand and seal this 28th day of April, 1998.



Carla Guidry  
MY COMMISSION # CC584841 EXPIRES  
September 3, 1998  
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Serial No: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

AGREEMENT OF MERGER

This Agreement of Merger dated this 28th day of April, 1998 pursuant to Florida Chapter 607.1101 of the general corporation laws of the State of Florida, between EUROPEAN AUTO SALES, INC., a Florida corporation, hereinafter referred to as the "Acquired Corporation", and COUNTRYSIDE FOREIGN AUTOMOTIVE, INC., a Florida corporation, hereinafter referred to as the "Surviving Corporation".

W I T N E S S E T H:

WHEREAS, the two (2) constituent corporations desire to enter into this Agreement of Merger for the purpose of merging them into one of such corporations; and

WHEREAS, the Acquired Corporation, by its Certificate of Incorporation which was filed in the offices of the Secretary of State, State of Florida, on the 30th day of March, 1992, has an authorized capital stock consisting of one thousand (1,000) shares of common stock having a par value of \$1 per share, and of which one hundred (100) shares of such common stock are now issued and outstanding; and

WHEREAS, the Surviving Corporation by its Certificate of Incorporation which was filed in the offices of the Secretary of State, State of Florida, on the 14th day of May, 1986, has an authorized capital stock consisting of one thousand (1,000) shares of common stock having a par value of \$1 per share, and of which one hundred (100) shares of such common stock are now issued and outstanding; and

WHEREAS, the registered office of the Surviving Corporation, in the State of Florida, is located at 31201 U. S. Highway 19 North, Palm Harbor, Florida 34684, and the name of the registered agent at such address is Matthew J. DeLade; and

WHEREAS, the registered office of the Acquired Corporation, in the State of Florida, is located at 31201 U. S. Highway 19 North, Palm Harbor, Florida 34684, and the name of the registered agent at such address is Matthew J. DeLade.

NOW, THEREFORE, the corporations, parties to this Agreement in consideration of mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. The Acquired Corporation hereby merges itself into the Surviving Corporation.

2. The Articles of Incorporation of the Surviving Corporation which is in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

3. The Bylaws of the Surviving Corporation which are in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Bylaws of the Surviving Corporation.

4. The manner of converting the outstanding shares of the Acquired Corporation into the shares of the Surviving Corporation shall be as follows:

(a) Each share of the common stock of the Acquired Corporation, presently issued and outstanding shall be retired and no shares of common stock or other securities of the Acquired Corporation shall be used in respect thereof or in exchange thereof.

(b) Each share of the common stock of the Acquired Corporation, which shall be outstanding on the effective date of this merger, and all rights in respect thereof, shall forthwith be changed and converted into no shares of the common stock of the Surviving Corporation. (The shareholder ownership of both corporations being identical, no new share issuances are intended.)

(c) After the effective date of this Agreement of Merger, each holder of an outstanding certificate representing shares of the common stock of the Acquired Corporation shall surrender the same to the Surviving Corporation, and each such holder shall be entitled upon surrender to receive the number of shares of common stock of the Surviving Corporation, on the basis set out above. Until so surrendered, the outstanding shares of the common stock of the Acquired Corporation, to be converted into the stock of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation, for all purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place, all subject to the terms and conditions of the Stock Restriction Agreement, if any.

5. The Directors and Officers of the Surviving Corporation shall continue in office until the next annual meeting of shareholders and until their successors shall have been elected and qualified.

6. The merger shall become effective upon filing with the Secretary of State of the State of Florida. For accounting purposes, the effective date of the merger shall be as of the close of business on the 30th day of April, 1998. The merger contemplated hereunder shall be treated as a pooling of interest

and entry shall be made upon the books of the Surviving Corporation, as of the effective date, of the following:

(a) The assets and liabilities of the Acquired Corporation are to be transferred to and assumed by the Surviving Corporation and shall be recorded at the amounts at which they are carried on the books of the Acquired Corporation immediately prior to the effective date of Merger, with appropriate adjustments to reflect a retirement of the organization's stock of the Acquired Corporation.

(b) There shall be credited to the capital account the aggregate amount of the par value per share of all of the common stock of the Surviving Corporation resulting from the conversion of the outstanding common stock of the Acquired Corporation.

(c) There shall be credited to the capital surplus account an amount equal to that carried on the capital surplus account of the Acquired Corporation, immediately prior to the effective date.

(d) There shall be credited to the earned surplus account an amount equal to that carried on the earned surplus account of the Acquired Corporation, immediately prior to the effective date.

7. Upon the earlier of the merger becoming effective, or the effective date for accounting purposes, all property and assets of the Acquired Corporation of every kind and description shall be transferred to and invested in the Surviving Corporation without further act or deed, and said assets and property shall be effectively the property of the Surviving Corporation, as they were of the Acquired Corporation, and the Surviving Corporation, respectively. The Acquired Corporation agrees from time to time, and when requested by the Surviving Corporation, or by its successor or assigns, to execute and deliver or cause to be executed and delivered all such deeds and other instruments and take or cause to be taken such further or other actions as they Surviving Corporation may deem necessary or desirable in order to vest in and conform to the Surviving Corporation title to and possession of any property of the Acquired Corporation, acquired or to be acquired by reason of or as a result of the merger, and otherwise to carry out the intent and purpose hereof and the proper officers and directors of the Surviving Corporation, and further the Acquired Corporation, are fully authorized in the names of their respective corporations to take any and all such actions.

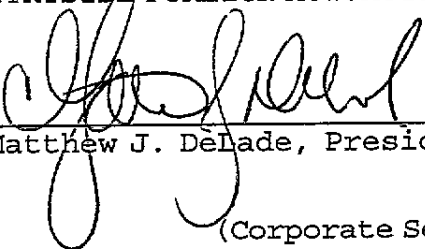
8. The Acquired Corporation hereby agrees that it may be served with process in the State of Florida, and any proceedings for the enforcement of any obligation of the Acquired Corporation, and in any proceedings for the enforcement of the rights of a dissenting shareholder of the Acquired Corporation, and irrevocably

appoints the Secretary of State of Florida, as its agent to accept service of process in any such proceedings.

9. The Surviving Corporation shall assume all of the liabilities of the Acquired Corporation.

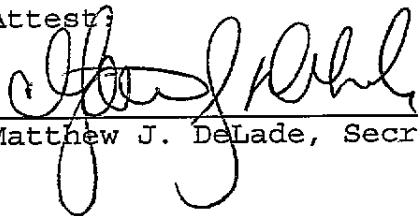
IN WITNESS WHEREOF, the parties to this Agreement of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective board of directors and shareholders, have caused these presents to be executed by the President and Attested by the Secretary of each party hereto.

Surviving Corporation  
COUNTRYSIDE FOREIGN AUTOMOTIVE,  
INC.

By:   
Matthew J. DeLade, President

(Corporate Seal)

Attest:

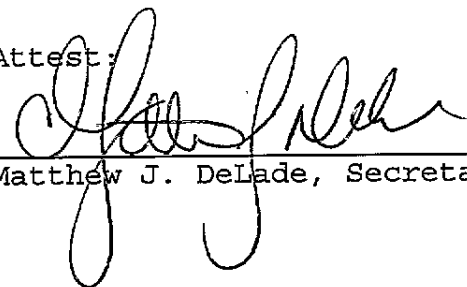
  
Matthew J. DeLade, Secretary

Acquired Corporation  
EUROPEAN AUTO SALES, INC.

By:   
Matthew J. DeLade, President

(Corporate Seal)

Attest:

  
Matthew J. DeLade, Secretary

STATE OF FLORIDA     )  
COUNTY OF PINELLAS    )

BEFORE ME, personally appeared MATTHEW J. DELADE to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President and Secretary for COUNTRYSIDE FOREIGN AUTOMOTIVE, INC., a Florida corporation, and who further executed the foregoing instrument as President and Secretary for EUROPEAN AUTO SALES, INC., a Florida corporation, and severally acknowledged to and before me that he executed such instrument as such President and Secretary of said corporations,



and that the seals affixed to the foregoing instrument are the corporate seals of said corporations, and they were affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporations.

WITNESS My hand and seal this 28th day of April, 1998.



Carla Guldry  
MY COMMISSION # CC564841 EXPIRES  
September 3, 1998  
BONDED THRU TROY FAIN INSURANCE, INC.

Carla Guldry  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Serial No: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_