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B. KOHR

APR 17 2008

EXAMINER

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

FILING COVER SHEET
ACCT. #FCA-14

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TALLAHASSEE, FLORIDA

CONTACT: ASHLEY SMITH

DATE: 04-17-2008

REF. #: 000174.85352

CORP. NAME: CELEBRITY AUTO ASSOCIATES, L.L.C.

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 525625 FOR \$ 80.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

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TALLAHASSEE, FLORIDA
LJ4000011645

**CERTIFICATE OF MERGER
OF
CELEBRITY AUTO LLC,
a Florida limited liability company
and
CELEBRITY AUTO ASSOCIATES, L.L.C.,
a Florida limited liability company**

(Pursuant to the provisions of Chapter 608
of the Florida Limited Liability Company Act)

Pursuant to the provisions of Section 608.4382 of the Florida Statutes, the undersigned,
hereby certify by this Certificate of Merger as follows:

1. The names of the entities which are parties to the Merger are CELEBRITY AUTO LLC, a Florida limited liability company ("Celebrity Auto") and CELEBRITY AUTO ASSOCIATES, L.L.C., a Florida limited liability company ("Celebrity Auto Associates"). Celebrity Auto will be the surviving company and is to be governed by the laws of the State of Florida.

2. The Plan and Agreement of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

3. The Plan and Agreement of Merger was duly adopted pursuant to a written consent as permitted by Sections 608.4231 and 608.4381 of the Florida Statutes by all of the Managers and Members of Celebrity Auto as of April 7, 2008. The number of votes was sufficient for approval.

4. The Plan and Agreement of Merger was duly adopted pursuant to a written consent as permitted by Sections 608.4231 and 608.4381 of the Florida Statutes by all of the Managers and Members of Celebrity Auto Associates as of April 7, 2008. The number of votes was sufficient for approval.

5. The Merger shall become effective upon the filing of this Certificate of Merger with the Department of State of the State of Florida in accordance with the Florida Limited Liability Company Act.

IN WITNESS WHEREOF, each of the entities party to the Merger has caused this Certificate of Merger to be executed on its behalf by its duly authorized Manager as of this 7 day of April, 2008.

WITNESSES:

Virginia Bukster
Debra L. Duffley

Virginia Bukster
Debra L. Duffley

CELEBRITY AUTO LLC, a Florida
limited liability company

By: [Signature]
Lawrence Leszczynski, as its Manager

**CELEBRITY AUTO ASSOCIATES,
L.L.C.**, a Florida limited liability company

By: [Signature]
Gregory C. Breunick, as its Manager

Exhibit "A"

**PLAN AND AGREEMENT OF MERGER
BETWEEN
CELEBRITY AUTO LLC,
a Florida limited liability company
and
CELEBRITY AUTO ASSOCIATES, L.L.C.,
a Florida limited liability company**

**PLAN AND AGREEMENT OF MERGER
BETWEEN
CELEBRITY AUTO, LLC,
a Florida limited liability company
and
CELEBRITY AUTO ASSOCIATES, L.L.C.,
a Florida limited liability company**

This Plan and Agreement of Merger (this "Agreement") is made and entered into effective April 7, 2008, by and between **CELEBRITY AUTO LLC**, a Florida limited liability company ("Celebrity Auto") and **CELEBRITY AUTO ASSOCIATES, L.L.C.**, a Florida limited liability company ("Celebrity Auto Associates," and collectively with Celebrity Auto, the "Constituent Companies").

Background

Celebrity Auto is a limited liability company duly organized under the laws of the State of Florida. Celebrity Auto Associates is a limited liability company duly organized under the laws of the State of Florida. The Managers of Celebrity Auto and Celebrity Auto Associates deem it advisable that Celebrity Auto Associates be merged with and into Celebrity Auto on the terms and conditions herein set forth, in accordance with the applicable provisions of the Florida Statutes which permit such a merger.

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Celebrity Auto and Celebrity Auto Associates, by their respective Managers, have agreed and do hereby agree as follows:

Terms Of The Merger

1. Merger. Celebrity Auto and Celebrity Auto Associates shall be merged into a single company, in accordance with applicable provisions of the laws of the State of Florida, by Celebrity Auto Associates merging with and into Celebrity Auto, with Celebrity Auto as the surviving company.

2. Effect of Merger. From and after the filing of the Certificate of Merger, the Constituent Companies shall be a single company, which shall be Celebrity Auto as the surviving company, and the separate existence of Celebrity Auto Associates shall cease except to the extent provided by the laws of the State of Florida in the case of a limited liability company after its merger into another company, while the existence of Celebrity Auto shall continue unaffected and unimpaired. Celebrity Auto shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited liability company organized under Florida law. Celebrity Auto shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Companies. All property, real, personal and mixed, all debts due on whatever account, all other chooses of action, and all and every other interest of or belonging to or due to

each of the Constituent Companies, shall be taken and deemed to be transferred to and vested in Celebrity Auto without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Companies, shall not revert or be in any way impaired by reason of such merger. Celebrity Auto shall hereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Companies, and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if such merger had not taken place, or Celebrity Auto may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by the merger.

The sole Manager of Celebrity Auto Associates is Lawrence Leszcynski, whose business address is 1991 Main Street, Suite 283, Sarasota, FL 34236.

3. Certificate of Organization. The Certificate of Organization of Celebrity Auto shall not be amended in any respect by reason of this Plan and Agreement of Merger.

4. Conversion of Shares. The manner of converting the outstanding membership interests of each of the Constituent Companies shall be as follows:

- a. Each membership interest of Celebrity Auto Associates issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, shall be converted into membership interests of Celebrity Auto at a ratio of 1 to 1, such that immediately following the Merger, the ownership of Celebrity Auto consists of the ownership of Celebrity Auto Associates immediately prior to the Merger.
- b. Each membership interest of Celebrity Auto issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be cancelled by virtue of this Merger.

5. Surrender of Certificates. Each record holder of an outstanding certificate or certificates which represents membership interests of Celebrity Auto and Celebrity Auto Associates immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Plan and Agreement of Merger, and new membership certificates of Celebrity Auto shall be issued consistent with Section 4a. above.

6. Further Assurances. If at any time after the Effective Date Celebrity Auto shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Celebrity Auto, according to the terms hereof, the title to any property rights of the Constituent Companies, the last acting managers of the Constituent Companies, as the case may be, or the corresponding managers of Celebrity Auto shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in Celebrity Auto, and otherwise carry out the purposes of this Plan and Agreement of Merger.

7. Approval By Members. This Plan and Agreement of Merger shall be approved by the respective Managers of each Constituent Company and submitted to the respective Members of each Constituent Company for approval as provided by Florida law. If duly adopted by the requisite vote of such Members, a Certificate of Merger meeting the requirements of Florida law shall be filed immediately in the appropriate office in Florida.

8. Effective Date. The merger of Celebrity Auto Associates with and into Celebrity Auto shall become effective upon the filing of the Certificate of Merger in accordance with Florida law (the "Effective Date").

9. Covenants of Celebrity Auto. Celebrity Auto covenants and agrees that: (a) it will not amend its Articles of Organization prior to the Effective Date, and (b) it will not issue any of its membership interests or any rights to acquire any such membership interests prior to the Effective Date.

10. Covenants of Celebrity Auto Associates. Celebrity Auto Associates covenants and agrees that: (a) it will not amend its Articles of Organization prior to the Effective Date, and (b) it will not issue any of its membership interests or any rights to acquire any such membership interests prior to the Effective Date.

11. Termination. Notwithstanding anything contained herein or elsewhere to the contrary, this Plan and Agreement of Merger may be terminated and abandoned by the Managers of either of the Constituent Companies at any time prior to filing of the Certificate of Merger.

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties to this Plan and Agreement of Merger has caused this Plan and Agreement of Merger to be executed by its duly authorized managers on the date set forth above.

WITNESSES:

Debra L. Duffley
Virginia B. Walker

CELEBRITY AUTO LLC, a Florida
limited liability company

By: [Signature]
Lawrence Leszczynski, as its Manager

**CELEBRITY AUTO ASSOCIATES,
L.L.C.**, a Florida limited liability company

Virginia B. Walker
Debra L. Duffley

By: [Signature]
Gregory C. Brunich, as its Manager