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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](mailto:thomlaw1@aol.com)

February 22, 2008

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 MBCB Properties, LLC  
and Bill Ussery Motors of Cutler Bay, LLC.
2. Plan and Agreement of Reorganization, et al
3. Resolutions of Members and Managers of  
MBCB 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 the costs.

Thank you for your assistance in this matter.

Sincerely,

  
JOHN M. THOMSON

bes  
Enclosure

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**ARTICLES OF MERGER OF  
BILL USSERY MOTORS OF CUTLER BAY, LLC. AND  
MBCB PROPERTIES, LLC**

The undersigned **ROBERT W. BROCKWAY**, being the Manager of **BILL USSERY MOTORS OF CUTLER BAY, LLC**, a Florida Limited Liability Company (the "Surviving Company"), and the Manager of **MBCB 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>
<b>MBCB Properties, LLC</b> 300 Almeria Ave. Coral Gables, FL 33134	Florida	LLC

204-65996

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>
<b>BILL USSERY MOTORS OF CUTLER BAY, LLC</b> 300 Almeria Ave. Coral Gables, FL 33134	Florida	LLC

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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, Division of Corporations in the State of Florida on **April 18, 2006**;
6. The Articles of Organization of the Merging Company were filed with the Department of State, Division of Corporations in the State of Florida on **September 8, 2004**; 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

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 17<sup>th</sup> day of JANUARY, 2008.


**BILL USSERY MOTORS OF CUTLER BAY, LLC,**  
the Surviving Company

  
\_\_\_\_\_  
**ROBERT W. BROCKWAY, Manager**

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**MBCB PROPERTIES, LLC,**  
the Merging Company

  
\_\_\_\_\_  
**ROBERT W. BROCKWAY, Manager**

  
\_\_\_\_\_  
**PAULA L. BROCKWAY, Manager**

**PLAN AND AGREEMENT OF REORGANIZATION AND  
ARTICLES OF MERGER**

*By Merger of*  
**MBCB PROPERTIES, LLC**

*With and Into*  
**BILL USSERY MOTORS OF CUTLER BAY, LLC.**  
*As the Surviving Company*

This Plan and Agreement of Merger (hereinafter referred to as the "Agreement") is made this 17<sup>th</sup> day of **JANUARY**, 2008, by and between **MBCB PROPERTIES, LLC**, a Florida limited liability company (hereinafter referred to as the "Merging Company"), and, **BILL USSERY MOTORS OF CUTLER BAY, LLC**, a Florida Limited Liability Company (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 Company is 300 Almeria Avenue, Coral Gables, FL 33134, the company was duly formed on **April 18, 2006**; 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 OF CUTLER BAY, LLC.**; and

**WHEREAS**, the member of the Constituent Companies deem it advisable and to the advantage of the Companies and the member of both companies that the Merging Company be merged into the Surviving Company 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 **MBCB PROPERTIES, LLC** and **BILL USSERY MOTORS OF CUTLER BAY, LLC**, is adopted as follows:

a) **MBCB PROPERTIES, LLC** shall be merged with and into **BILL USSERY MOTORS OF CUTLER BAY, LLC**, 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 OF CUTLER BAY, LLC**.

c) When this agreement shall become effective, the separate existence of **MBCB 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 **MBCB 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 **MBCB PROPERTIES, LLC**, as well as with the assets of **BILL USSERY MOTORS OF CUTLER BAY, LLC**

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

f) The Articles of Organization of **BILL USSERY MOTORS OF CUTLER BAY, LLC**, as existing on the effective date of the merger, shall continue in full force and effect and the Articles of Organization 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 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.

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**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, **MBCB PROPERTIES, LLC** represents and warrants to the Surviving Company as follows:

a) **MBCB 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 power and authority to own property and carry on its business as it is now being conducted.

b) **MBCB 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 **MBCB 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. **MBCB PROPERTIES, LLC** has not been delinquent in the payment of any tax or assessment.

**Survivor**

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

a) **BILL USSERY MOTORS OF CUTLER BAY, LLC** is a Florida Limited Liability Company 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 OF CUTLER BAY, LLC** has authorized 100 membership units all validly issued, outstanding, fully paid, and nonassessable on the date of this agreement.

**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.

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**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 OF CUTLER BAY, LLC**, pending consummation of the merger, **MBCB PROPERTIES, LLC** shall not:

- a) Declare or pay any distribution on its units of ownership.
- 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 holder of **MBCB PROPERTIES, LLC** for approval in the manner provided by the laws of the State of Florida. This Agreement shall also be submitted to the unit holder of **BILL USSERY MOTORS OF CUTLER BAY, LLC** for approval in the manner provided by the laws of the State of Florida.

**Conditions Precedent to obligations of MBCB PROPERTIES, LLC**

3.03. Except as may be expressly waived in writing by **MBCB PROPERTIES, LLC**, all of the obligations of **MBCB 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 OF CUTLER BAY, LLC**:

- a) The representations and warranties made by **BILL USSERY MOTORS OF CUTLER BAY, LLC** to **MBCB PROPERTIES, LLC** in Article 2 of this Agreement and 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 OF CUTLER BAY, 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 **MBCB PROPERTIES, LLC** and shall either correct the error, misstatement, or omission or obtain a written waiver from **MBCB PROPERTIES, LLC**.

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b) **BILL USSERY MOTORS OF CUTLER BAY, 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) **BILL USSERY MOTORS OF CUTLER BAY, LLC** shall have delivered to **MBCB PROPERTIES, LLC** a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **BILL USSERY MOTORS OF CUTLER BAY, LLC** is a 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 **BILL USSERY MOTORS OF CUTLER BAY, LLC** has been duly authorized and approved by requisite company action of **BILL USSERY MOTORS OF CUTLER BAY, LLC**

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

d) **BILL USSERY MOTORS OF CUTLER BAY, LLC** shall have delivered to **MBCB PROPERTIES, LLC** a certificate dated the Effective Date executed in its name by its Manager, 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 company 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 substance to counsel for **MBCB PROPERTIES, LLC**

**Conditions Precedent to Obligations of BILL USSERY MOTORS OF CUTLER BAY, LLC**

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

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a) The representations and warranties made by **MBCB PROPERTIES, LLC** to **BILL USSERY MOTORS OF CUTLER BAY, 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 **MBCB 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 OF CUTLER BAY, LLC** and shall either correct the error, misstatement, or omission or obtain a written waiver from **BILL USSERY MOTORS OF CUTLER BAY, LLC**

b) **MBCB 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) **MBCB PROPERTIES, LLC** shall have delivered to **BILL USSERY MOTORS OF CUTLER BAY, LLC** a certificate dated the Effective Date executed in its name by its Manager, certifying to the effect that:

1) **MBCB 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 **MBCB PROPERTIES, LLC** has been duly authorized and approved by requisite company action of **MBCB PROPERTIES, LLC**

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

d) **MBCB PROPERTIES, LLC** shall have delivered to **BILL USSERY MOTORS OF CUTLER BAY, LLC** a certificate dated the Effective Date executed in its name by its Manager, 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 OF CUTLER BAY, LLC** containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

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**ARTICLE 4**  
**MANNER OF CONVERTING SHARES**

**Manner**

4.01. The holder of units of **MBCB PROPERTIES, LLC** shall surrender all of its units to the Manager of the Surviving Company promptly after the Effective Date.

**Units of Survivor**

4.02. The currently outstanding units of **BILL USSERY MOTORS OF CUTLER BAY, LLC** shall remain outstanding.

**ARTICLE 5**  
**DIRECTORS AND OFFICERS**

**Manager of Survivor**

5.01. (a) The present Managers of **BILL USSERY MOTORS OF CUTLER BAY, LLC** shall continue to serve until the next annual meeting or until their successors have been elected.

(b) If a vacancy for Manager shall exist by the Surviving Company on the Effective Date of the merger, the vacancy may be filled by the unit holders as provided by the operating agreement of the Surviving Company.

(c) All persons who as of the Effective Date of the merger shall be Managers of **BILL USSERY MOTORS OF CUTLER BAY, LLC** shall remain as managers of the Surviving Company until the unit owners of the Surviving Company shall determine otherwise.

**ARTICLE 6**  
**OPERATING AGREEMENT**

**Operating Agreement of Survivor**

6.01. The Operating Agreement of **BILL USSERY MOTORS OF CUTLER BAY, LLC**, as existing on the Effective Date of the merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in its Articles of Organization and Operating Agreement or as provided by law.

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**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 members of **BILL USSERY MOTORS OF CUTLER BAY, LLC**, or the member of **MBCB 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 member shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the Constituent Companies or members shall act as a waiver of any representation or warranty made under this Agreement.

**Indemnification**

7.02. **MBCB 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 OF CUTLER BAY, LLC** 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 OF CUTLER BAY, LLC** from (i) any inaccurate representation made by or on behalf of **MBCB PROPERTIES, LLC** or its member in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **MBCB PROPERTIES, LLC** or the member, in or pursuant this Agreement; (iii) breach or default in the performance by **MBCB 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 member of any of the obligations to be performed under any agreement delivered to **BILL USSERY MOTORS OF CUTLER BAY, LLC** pursuant to this Agreement. The member shall reimburse **BILL USSERY MOTORS OF CUTLER BAY, LLC** on demand for any payment made or for any loss suffered by **BILL USSERY MOTORS OF CUTLER BAY, LLC** 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 OF CUTLER BAY, LLC** 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 OF CUTLER BAY, LLC**, for which **BILL USSERY MOTORS OF CUTLER BAY, LLC** claims indemnity against the member; provided that (i) the defense is conducted by reputable counsel approved by **BILL USSERY MOTORS OF CUTLER BAY, LLC**, 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 OF CUTLER BAY, LLC**,

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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 **BILLUSSERYMOTORS OF CUTLER BAY, LLC**

### **Expenses**

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

- (a) By mutual consent of the member of the Constituent Companies.
- (b) At the election of the member of either Constituent Companies if:
  - (1) 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 Member, renders the merger inadvisable or undesirable.
  - (2) Any legislation shall be enacted that in the opinion of either Member, renders the merger inadvisable or undesirable.
  - (3) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Member, any materially adverse change in the business 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:

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(a) The Operating Manager of either Constituent Company who 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.

## **ARTICLE 9**

### **INTERPRETATION AND ENFORCEMENT**

#### **Further Assurances**

9.01. **MBCB 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. **MBCB 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 1 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 **MBCB PROPERTIES, LLC** to:

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

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

- (b) In the case of **BILL USSERY MOTORS OF CUTLER BAY, LLC**, to:

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

or to such other person or address as **BILL USSERY MOTORS OF CUTLER BAY, LLC** may from time to time request in writing.

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(b) In the case of **BILL USSERY MOTORS OF CUTLER BAY, LLC**, to:

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

or to such other person or address as **BILL USSERY MOTORS OF CUTLER BAY, LLC** 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.

**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 17 day of **JANUARY**, 2008.

**MBCB PROPERTIES, LLC**  
a Florida limited liability company

  
\_\_\_\_\_  
**ROBERT W. BROCKWAY, Manager**

  
\_\_\_\_\_  
**PAULA L. BROCKWAY, Manager**

**BILL USSERY MOTORS OF CUTLER BAY, LLC,**  
a Florida limited liability company

  
\_\_\_\_\_  
**ROBERT W. BROCKWAY, Manager**

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**RESOLUTIONS OF MEMBER AND MANAGERS  
OF  
MBCB PROPERTIES, LLC**

The undersigned, being the sole Member and the Managers of **MBCB 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 January 17<sup>th</sup>, 2008.

**RESOLVED**, that the Company is hereby authorized to merge into its parent company, **BILL USSERY MOTORS OF CUTLER BAY, LLC**, with **BILL USSERY MOTORS OF CUTLER BAY, LLC** 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 OF CUTLER BAY, LLC**  
A Florida Limited Liability Company  
Sole Member

By:   
**ROBERT W. BROCKWAY, Manager**

**MBCB PROPERTIES, LLC**  
A Florida Limited Liability Company

By:   
**ROBERT W. BROCKWAY, Manager**

By:   
**PAULA L. BROCKWAY, Manager**

08 FEB 25 PM 1:20  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA