

L110000076175

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600312615006

RECEIVED
SECRETARY OF STATE
18 APR 27 PM 4:12

FILED
2018 APR 27 AM 9:18
SECRETARY OF STATE

Merger

APR 30 2018

I ALBRITTON

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 184020 151903A

AUTHORIZATION :

COST LIMIT : \$ 50.00

ORDER DATE : April 27, 2018

ORDER TIME : 3:16 PM

ORDER NO. : 184020-005

CUSTOMER NO: 151903A

ARTICLES OF MERGER

HDBF, LLC

INTO

HDBF HOLDINGS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Emily Croft ext 62925

EXAMINER'S INITIALS:

10

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: HDBF Holdings, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Contact Person

CORPORATION SERVICE COMPANY

Firm/Company

1201 HAYS STREET

Address

TALLAHASSEE, FL 32301-2525

City, State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brian Nolen

at (704)

531-9355

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

CR2E080 (2/14)

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HDBF, LLC	Florida	limited liability company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HDBF Holdings, LLC	Florida	limited liability company
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FILED
2016 JUN 27 AM 9:18
CLERK OF CIRCUIT COURT
IN AND FOR THE COUNTY OF DADE
FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

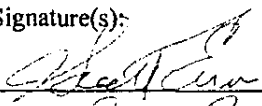
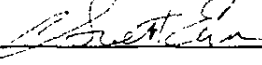
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
HDBF Holdings, LLC		A. Scott Ennis, Vice President
HDBF, LLC		A. Scott Ennis, Vice President

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

<u>Fees:</u> For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

PLAN OF MERGER

This PLAN OF MERGER ("**Plan**") made as of April 24, 2018, by and between HDBF HOLDINGS, LLC, a Florida limited liability company (the "**Surviving Entity**"), and HDBF, LLC, a Florida limited liability company ("**Merging Entity**").

WITNESSETH:

WHEREAS, the owners of the Surviving Entity deem it advisable and in the best interests of the Surviving Entity and its owners that Merging Entity be merged with and into the Surviving Entity (the "**Merger**") upon the terms and conditions set forth herein and in accordance with Chapter 605, the Florida Revised Limited Liability Company Act (collectively, the "**Act**"); and

WHEREAS, Merging Entity's owners deem it advisable and in the best interests of Merging Entity that it be merged with and into the Surviving Entity upon the terms and conditions set forth herein and in accordance with the Act;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. Subject to the terms and conditions contained herein, at the Effective Time (as defined below), Merging Entity will be merged with and into the Surviving Entity, with the Surviving Entity being the surviving company in the Merger. Upon the effectiveness of the Merger, the Surviving Entity shall possess all of the rights, privileges, powers and franchises of Merging Entity and the Surviving Entity, and all property (real, personal and mixed) and other assets (tangible and intangible) belonging to Merging Entity and the Surviving Entity shall be vested in the Surviving Entity, and all such property, assets, rights, privileges, powers and franchises shall thereafter belong to the Surviving Entity, and the title to any real estate vested by deed or otherwise in Merging Entity or the Surviving Entity shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of Merging Entity or the Surviving Entity shall be preserved unimpaired, and all debts, liabilities and duties of Merging Entity or the Surviving Entity shall, following the Merger, attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity.

1.2 Consummation of the Merger. The Surviving Entity shall cause Articles of Merger in such form as required by, and executed in accordance with, the relevant provisions of the Act (the "**Articles of Merger**"). The Articles of Merger shall provide that the merger shall become effective upon filing (the "**Effective Time**").

1.3 Further Assurances. If at any time after the Effective Time the Surviving Entity considers or is advised that any further deeds, assignments, assurances or any other acts are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, the title to any property or right of Merging Entity or the Surviving Entity acquired or to be acquired by reason, or as a result, of the Merger, each party agrees that it shall and each party will cause its officers to execute and deliver all such deeds, assignments and assurances and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or right in the Surviving Entity, and the officers of the Surviving Entity are fully authorized in the name of Merging Entity and the Surviving Entity or otherwise to take any and all such action.

ARTICLE II
THE SURVIVING COMPANY

2.1 Constituent Documents. The constituent documents of the Surviving Entity, as in effect at the Effective Time, shall be the constituent documents of the Surviving Entity until amended or repealed in accordance with the provisions thereof and applicable law. The Surviving Entity's organizational documents shall not be amended.

2.2 Officers. The officers of the Surviving Entity, as of the Effective Time, shall continue to be the officers of the Surviving Entity until their successors are duly appointed and qualified in the manner provided in the Surviving Entity's constituent documents and the Act, or until their earlier resignation or removal.

ARTICLE III
CANCELLATION OF OWNERSHIP INTERESTS

Upon the Effective Time, by virtue of the merger and without any further action by the holders thereof, the ownership interests in Merging Entity shall be cancelled and all rights and privileges relating thereto shall terminate. The ownership interests of the Surviving Entity shall not be converted, exchanged or altered in any manner as a result of the merger and will remain as they were prior to the merger. Upon the Effective Time, the ownership of the Surviving Entity will be unchanged.

ARTICLE IV
MISCELLANEOUS

4.1 Amendment and Waiver. This Plan may be amended, or any provision of this Plan may be waived; **provided** that any amendment or waiver will be binding only if such amendment or waiver is set forth in a writing executed by the party against whom enforcement is sought.

4.2 Assignment. This Plan and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; **provided** that neither this Plan nor any of the rights, interests or obligations hereunder shall be assigned (including by operation of law) by either party without the prior written consent of the other party.

4.3 Severability. Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Plan.

4.4 Captions. The captions used in this Plan are for convenience of reference only and do not constitute a part of this Plan and will not be deemed to limit, characterize or in any way affect any provision of this Plan, and all provisions of this Plan will be enforced and construed as if no caption had been used in this Plan.

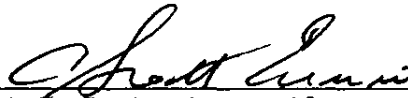
4.5 Complete Plan. This Plan and the other agreements referred to or contemplated herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

4.6 Counterparts. This Plan may be executed in one or more counterparts, and delivered by e-mail or facsimile, all of which taken together will constitute one and the same instrument.


4.7 Governing Law. The internal law (and not the law of conflicts) of the State of Florida will govern all questions concerning the construction, validity and interpretation of this Plan and the performance of the obligations imposed by this Plan.

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the date first written above.

HDBF HOLDINGS, LLC, a Florida limited liability company, as Surviving Entity

By: 
A. Scott Ennis, Vice President

HDBF, LLC, a Florida limited liability company, as Merging Entity

By: 
A. Scott Ennis, Vice President

**UNANIMOUS WRITTEN CONSENT OF MEMBERS
OF
HDBF, LLC
TO ACTION WITHOUT MEETING**

The undersigned, being the sole member and the sole manager of HDBF, LLC, a Florida limited liability company (the "**Company**"), hereby adopts the following resolutions:

APPROVAL OF MERGER

WHEREAS, the undersigned members have determined that it is in the best interests of the Company and its members to merge with and into HDBF Holdings, LLC, a Nevada limited liability company ("**Surviving Entity**"), with the Surviving Entity being the surviving entity of such merger (the "**Merger**"); and

NOW, THEREFORE, BE IT RESOLVED, that the Merger is authorized and approved and that the Merger shall be consummated in accordance with and pursuant to the Florida Revised Limited Liability Company Act (collectively, the "**Act**") and a plan of merger substantially in the form attached hereto as **Exhibit A** (the "**Plan**");

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Merger and the Plan are hereby authorized and approved in all respects; and

FURTHER RESOLVED, that any officer of the Company or its manager is authorized and directed to take such actions and to execute such documents as may be necessary or appropriate to complete the Merger, including, without limitation, the filing of Articles of Merger with the office of the Secretary of State of the State of Florida; and

FURTHER RESOLVED, that all actions heretofore taken to effect the transactions described herein by any officer of the Company or its manager are hereby approved, adopted, ratified and confirmed in all respects.

This action is effective April 24, 2018.

HDBF HOLDINGS, LLC, a Florida limited liability company, as a member and as sole manager

By: _____

A. Scott Ennis, Vice President

**UNANIMOUS WRITTEN CONSENT OF MEMBERS
OF
HDBF HOLDINGS, LLC
TO ACTION WITHOUT MEETING**

The undersigned, being all of the members and the sole manager of HDBF Holdings, LLC, a Florida limited liability company (the "**Company**"), adopt the following resolutions:

APPROVAL OF MERGER

WHEREAS, the undersigned members have determined that it is in the best interests of the Company and its members to merge with HDBF, LLC, a Florida limited liability company, with Company being the surviving entity of such merger (the "**Merger**"); and

NOW, THEREFORE, BE IT RESOLVED, that the Merger is authorized and approved and that the Merger shall be consummated in accordance with and pursuant to the Florida Revised Limited Liability Company Act (collectively, the "**Act**") and a plan of merger substantially in the form attached hereto as **Exhibit A** (the "**Plan**");


NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Merger and the Plan are hereby authorized and approved in all respects; and

FURTHER RESOLVED, that any officer of the Company or its manager is authorized and directed to take such actions and to execute such documents as may be necessary or appropriate to complete the Merger, including, without limitation, the filing of Articles of Merger with the office of the Secretary of State of the State of Florida; and

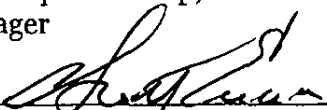
FURTHER RESOLVED, that all actions heretofore taken to effect the transactions described herein by any officer of the Company or its manager are hereby approved, adopted, ratified and confirmed in all respects.

This action is effective April 24, 2018.

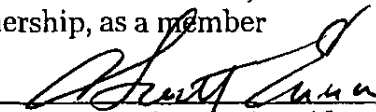
HAG AUTOMOTIVE INVESTMENTS, INC., a Nevada corporation, as sole manager and as a member

By: 
A. Scott Ennis, Vice President

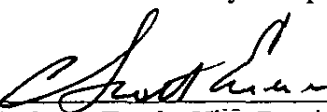
HENDRICK AUTOMOTIVE GROUP, a New York general partnership, as a member and as sole manager


By: 
A. Scott Ennis, Vice President

HAG AUTOMOTIVE INVESTMENTS LIMITED PARTNERSHIP, a Nevada limited partnership, as a member

By: 
A. Scott Ennis, Vice President

HAG MANAGEMENT PARTNERS, LLC, a Nevada limited liability company, as a member

By: 
A. Scott Ennis, Vice President


ROBERT C. RICE, as Trustee for the Irrevocable Trust for the benefit of the descendants of Lynn Hendrick Carlson dated as of May 18, 2016