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**MERGER OR SHARE EXCHANGE
DMI NEBRASKA, LLC**

Certificate of Status	0
Certified Copy	1
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2018 DEC 28 PM 4:27

SECRETARY OF STATE
TALLAHASSEE, FL

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TALLAHASSEE, FL

2018 DEC 28 AM 11:28

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Articles of Merger
For
Florida Limited Liability Company

2018 DEC 28 AM 11:28

SECRETARY OF STATE
TALLAHASSEE, FL

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>
CAR GUYS AUTOMOTIVE, LLC	FLORIDA	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
DMI NEBRASKA, LLC	FLORIDA	LLC
_____	_____	_____

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).

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:


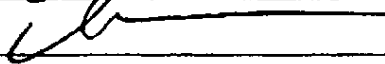
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

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:

DECEMBER 31, 2018

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:
CAR GUYS AUTOMOTIVE, LLC		David M. Mitchell, Manager
DMI NEBRASKA, LLC		David M. Mitchell, Manager

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

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is effective as of December 31, 2018 by and between DMI NEBRASKA, LLC, a Florida limited liability company ("DMI"), and CAR GUYS AUTOMOTIVE, LLC ("Car Guys").

BACKGROUND INFORMATION

Car Guys desires to merge with and into DMI, with DMI being the surviving limited liability company. Car Guys is merging with DMI for the business purpose of consolidating its corporate structure and operations. Accordingly, in consideration of the mutual agreements contained in this Agreement, DMI and Car Guys agree to the following.

OPERATIVE PROVISIONS

ARTICLE 1

MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Car Guys shall be merged with and into DMI in accordance with the applicable laws of the State of Florida (the "Merger"). As a result of the Merger, (a) the separate existence of Car Guys shall cease and (b) DMI shall be the surviving company (the "Surviving Company") and shall continue its existence pursuant to the laws of the State of Florida.

1.2 Effective Date. The Merger shall become effective on the date and at the time of the filing of the Articles of Merger with the Florida Department of State (the "Effective Date"), all after satisfaction of the requirements of the applicable law of the State of Florida prerequisite to such filing(s), including, without limitation, the approval of each of DMI and Car Guys.

1.3 Name of Surviving Company. The name of the Surviving Company shall be "DMI Nebraska, LLC", and all business, activities, and operations of the merged and consolidating companies shall be carried out under this name on and after the Effective Date.

1.4 Articles of Organization of Surviving Company. On the Effective Date, the Articles of Organization of DMI, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Organization of the Surviving Company.

1.5 Operating Agreement of Surviving Company. On the Effective Date, the Operating Agreement of DMI, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Operating Agreement of the Surviving Company.

1.6 Managers and Officers. The managers and officers of DMI immediately prior to the Effective Date shall be the managers and officers of the Surviving Company, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Organization of the Surviving Company, or the Operating Agreement of the Surviving Company.

ARTICLE II

MEMBERSHIP INTERESTS

2.1 Units of Membership Interest of Car Guys. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each unit of membership interest of Car Guys outstanding immediately prior thereto shall be changed and converted into one unit of membership interest of the Surviving Company.

2.2 Units of Membership Interest of DMI. The authorized units of membership interest of DMI outstanding immediately prior to the Merger shall continue to be outstanding and shall not be changed but shall remain the same as immediately before the Merger.

ARTICLE III

EFFECT OF THE MERGER

3.1 Rights, Privileges, Etc. On the Effective Date of the Merger, (a) the Surviving Company, without further act, deed, or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of Car Guys and DMI; (b) all property of every description, and every interest therein, and all debts and other obligations of or belonging to or due to each of Car Guys and DMI on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Company without further act or deed; (c) title to any real estate, or any interest therein, vested in Car Guys and DMI shall not revert or in any way be impaired by reason of this Merger; and (d) all of the rights of creditors of Car Guys and DMI shall be preserved unimpaired, and all liens upon the property of Car Guys and DMI shall be preserved unimpaired, and all debts, liabilities, obligations, and duties of the respective companies shall thenceforth remain with or be attached to, as the case may be, the Surviving Company and may be enforced against it to the same extent as if all of said debts, liabilities, obligations, and duties had been incurred or contracted by it.

3.2 Tax Reorganization. Car Guys and DMI are taxed as S corporations and are merging under state law. They are adopting this Agreement, in part, to document that the company is being reorganized in the manner set forth in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). Car Guys and DMI are authorized to take any action prior to or immediately following the merger to document the merger including, without limitation, filing any forms required by the Internal Revenue Service.

3.3 Taxation Resulting from Reorganization. The undersigned acknowledge that the merger is intended to be a "tax-free" reorganization that meets the definition of Section 368(a)(1)(A) of the Code; that the undersigned are not expected to recognize any gain or loss pursuant to Section 361 of the Code; and that the undersigned are not expected to recognize any gain or loss under Section 354 of the Code.

3.4 Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Car Guys and DMI such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Company the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises, and authority of Car Guys and DMI and otherwise to carry out the purposes of this Agreement, and the officers and managers of the Surviving Company are fully

authorized in the name and on behalf of Car Guys and DMI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV

MISCELLANEOUS

4.1 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the managers of DMI or Car Guys or both, notwithstanding the approval of this Agreement by the members of the DMI and Car Guys.

4.2 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the managers of either DMI or Car Guys or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the members of either DMI or Car Guys shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the members thereof.

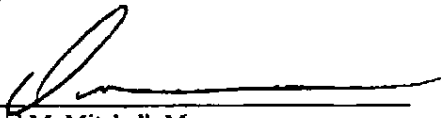
4.3 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and, so far as applicable, the merger provisions of the Florida Revised Limited Liability Company Act.

4.4 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

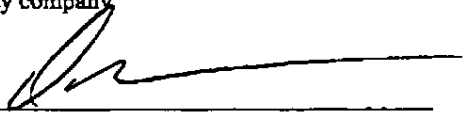
[SIGNATURE PAGE TO FOLLOW]

This Agreement has been executed by the parties hereto effective as of the day and year first above written.

DMI NEBRASKA, LLC, a Florida limited liability company

By: 
David M. Mitchell, Manager

CAR GUYS AUTOMOTIVE, LLC, a Florida limited liability company

By: 
David M. Mitchell, Manager

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]