

L12000158740

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

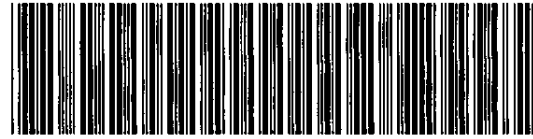
(Business Entity Name)

(Document Number)

Certified Copies ✓ Certificates of Status

Special Instructions to Filing Officer:

Office Use Only



300242892223

01/02/13--01019--024 **80.00

Meyer

FILED
13 JAN -2 PM 4: 32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JAN 8 2013

T. ROBERTS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Pathfinder Auto Lending, 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:

Allison Coplein, Esq.

Contact Person

Jacobs & King, LLC

Firm/Company

1117 Perimeter Center West, Suite W501

Address

Atlanta, Georgia 30338

City, State and Zip Code

lpearson@idallc.com

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

For further information concerning this matter, please call:

Allison Coplein

Name of Contact Person

at (404) 920-4490

Area Code and 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

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

FILED
13 JAN -2 PM 4: 32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Pathfinder Auto Lending, LLC	Georgia	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>
Pathfinder Auto Lending, LLC	Florida	limited liability company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

January 1, 2013

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

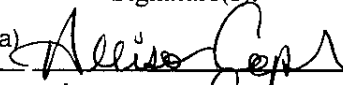

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: **N/A**

Mailing address: **N/A**

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Pathfinder Auto Lending, LLC (Florida)		Alison Copelin, Esq., Authorized Representative
Pathfinder Auto Lending, LLC (Georgia)		Alison Copelin, Esq., Authorized Representative

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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 a member or authorized representative

<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

Certified Copy (optional): \$30.00

**AGREEMENT AND PLAN OF MERGER OF
PATHFINDER AUTO LENDING, LLC (Georgia)
WITH AND INTO
PATHFINDER AUTO LENDING, LLC (Florida)**

This Agreement and Plan of Merger (the "Agreement") is made and entered into effective as of the 1st day of January, 2013, by and between Pathfinder Auto Lending, LLC, a Georgia limited liability company ("Pathfinder Georgia"), and Pathfinder Auto Lending, LLC, a Florida limited liability company ("Pathfinder Florida"). (Pathfinder Georgia and Pathfinder Florida are sometimes hereinafter collectively referred to as the "Constituent Companies".)

W I T N E S S E T H:

WHEREAS, PATHFINDER GEORGIA is a limited liability company organized under the laws of the state of Georgia; and

WHEREAS, PATHFINDER FLORIDA is a limited liability company organized under the laws of the state of Florida; and

WHEREAS, the laws of the state of Georgia and the state of Florida permit such a merger of the Constituent Companies; and

WHEREAS, the managers and/or members of each of the Constituent Companies have determined that it is advisable and for the benefit of each of the Constituent Companies and its respective members that PATHFINDER GEORGIA be merged with and into PATHFINDER FLORIDA on the terms and conditions hereinafter set forth, and by unanimous written consent have approved the terms and conditions of this Agreement,

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, the parties hereto agree, subject to the conditions hereinafter set forth, that PATHFINDER GEORGIA shall be and hereby is, as of the Effective Date (as hereinafter defined), merged with and into PATHFINDER FLORIDA (PATHFINDER FLORIDA subsequent to such merger being hereinafter sometimes referred to as the "Surviving Company"), on the following terms and conditions:

I.

Merger

1.1 On the Effective Date, PATHFINDER GEORGIA shall be merged with and into PATHFINDER FLORIDA, and PATHFINDER FLORIDA shall continue in existence, and the merger shall in all respects have the effect provided for in the Florida

and Georgia Limited Liability Company Acts.

1.2 Without limiting the foregoing, on and after the Effective Date, the separate existence of PATHFINDER GEORGIA shall cease, and, in accordance with the terms of this Agreement, (i) the Surviving Company shall possess all the rights, privileges, immunities and franchises, of a public or private nature, of each of the Constituent Companies; (ii) all debts, liabilities and obligations, including subscriptions to membership interests, and all and every other interest of or belonging to or due to either of the Constituent Companies shall be taken and deemed to be transferred to, invested in and the responsibility of the Surviving Company without further act or deed; (iii) all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of the Surviving Company as they were of the respective Constituent Companies; and (iv) the title to any real estate, whether by deed or otherwise, vested in either of said Constituent Companies, shall not revert or be in any way impaired by reason of this merger. Any claim existing or action or proceeding pending by or against either of said Constituent Companies may be prosecuted as if the merger had not taken place, or the Surviving Company may be substituted in its place. Neither the rights of creditors nor any liens upon property of either of the Constituent Companies shall be impaired by the merger.

1.3 The Constituent Companies shall, at all times, take all such action as shall be necessary or appropriate to effectuate the merger and if, at any time, the Surviving Company shall deem any further assignments, assurances or any other actions to be necessary, appropriate or desirable to vest in said company, according to the terms hereof, the title to any property or rights of PATHFINDER GEORGIA, the last acting officers of PATHFINDER GEORGIA or the corresponding officers of the Surviving Company shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement.

II.

Terms of Transaction

2.1 The terms and conditions of the merger are as follows:

(a) Upon the Effective Date of the merger, each unit of PATHFINDER GEORGIA Membership Interests outstanding and owned of record by any members of PATHFINDER GEORGIA immediately prior to the Effective Date, shall be discontinued, and no cash or securities or other property shall be issued in respect thereof.

(b) Each share of PATHFINDER FLORIDA Membership Interests outstanding and owned of record by any members of PATHFINDER FLORIDA immediately prior to the Effective Date of the merger shall, on and after the Effective Date, continue unchanged.

III.

Managers and Officers

The persons who are managers and officers of PATHFINDER FLORIDA immediately prior to the Effective Date shall continue as the managers and officers of the Surviving Company and shall continue to hold office as provided in the Operating Agreement of the Surviving Company.

IV.

Operating Agreement

From and after the Effective Date, the Operating Agreement of PATHFINDER GEORGIA, if any, shall be deemed repealed, and the Operating Agreement of PATHFINDER FLORIDA, as in effect at such date, shall be the Operating Agreement of the Surviving Company and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

V.

Effectiveness of Merger

5.1 This Agreement shall be executed, and then: (i) this Agreement and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the state of Georgia as soon as practicable and (2) this Agreement and the Certificate of Merger shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable.

5.2 The Managers and the proper officers of the Constituent Companies are authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or the merger provided for herein.

5.3 The merger shall become effective as of January 1, 2013 (said date is herein referred to as the "Effective Date").

VI.

Surviving Company

6.1 The Surviving Company shall exist under the laws of the state of Florida.

6.2 The principal office of the Surviving Company shall be located at 780 Buford Highway, Building C, Suite 100, Suwanee, Georgia 30024.

6.3 As of the Effective Date, the registered agent of the Surviving Company shall be CT Corporation System, and the address of the registered agent shall be 1200 South Pine Island Road, Plantation Florida 33324.

VII.
Miscellaneous

7.1 This Agreement and Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

7.2 With respect to all leases and other agreements, instruments or obligations under which either of the Constituent Companies are obligated to obtain a consent prior to the merger herein contemplated or in order to comply with the conditions thereof, or to vest the respective interest therein in the Surviving Company, the Constituent Companies shall each exercise all reasonable efforts to obtain such consent prior to the Effective Date.

7.3 Any representations and warranties of either PATHFINDER GEORGIA or PATHFINDER FLORIDA contained herein or in any document furnished pursuant hereto shall not survive the merger, and neither PATHFINDER GEORGIA nor PATHFINDER FLORIDA, nor their respective members, managers or officers, shall have any liability to the other after the Effective Date on account of any breach or failure or the incorrectness of any of the representations and warranties.


7.4 Except as otherwise provided in this Agreement, nothing contained herein is intended, nor shall be construed, to confer upon or give any person, firm or corporation other than PATHFINDER GEORGIA and PATHFINDER FLORIDA and their respective members any rights or remedies under or by reason of this Agreement.

7.5 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the state of Florida.


IN WITNESS WHEREOF, the Constituent Companies have each caused this Agreement and Plan of Merger to be executed by their respective duly authorized managers and officers, all effective as of the date first above written.

[Signatures Begin on Next Page]

PATHFINDER AUTO LENDING, LLC
("Pathfinder Florida", a Florida limited
liability company)

By: 
Larry W. Pearson, Manager

PATHFINDER AUTO LENDING, LLC
("Pathfinder Georgia", a Georgia limited
liability company)

By: 
Larry W. Pearson, Managing Member