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MERGER OR SHARE EXCHANGE

MCCRORY DESIGN BUICK (DEL) LLC

Certificate of Status	1
Certified Copy	1
Page Count	12
Estimated Charge	\$122.50

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ARTICLES OF MERGER

OF

McCRORY DESIGN BUICK, LLC,
a Florida limited liability company

INTO

McCRORY DESIGN BUICK (DEL.) LLC,
a Delaware limited liability company

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- m640000 05141

To the Secretary of State
State of Florida

Pursuant to the provisions of Section 608.4382, Florida Statutes, the domestic limited liability company and the foreign limited liability company herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging McCrory Design Buick, LLC, a Florida limited liability company, with and into McCrory Design Buick (Del.) LLC, a Delaware limited liability company (the "Surviving Entity").
2. The members of McCrory Design Buick, LLC and McCrory Design Buick (Del.) LLC approved and adopted the Agreement and Plan of Merger by written consent in accordance with the provisions of Section 608.4381, Florida Statutes.
3. The merger of McCrory Design Buick, LLC with and McCrory Design Buick (Del.) LLC is permitted by the laws of the jurisdiction of organization of McCrory Design Buick (Del.) LLC and has been authorized in compliance with said laws. The date of approval and adoption of the Agreement and Plan of Merger by the members of McCrory Design Buick (Del.) LLC was Nov. 24, 2004.
4. The effective time and date of the merger herein provided for in the State of Florida shall be Nov. 29, 2004 at 4:00 p. m.
5. The address of the principal office under the laws of the state of organization of the Surviving Entity is set forth in the Agreement and Plan of Merger.
6. The Surviving Entity is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in any proceeding to enforce any obligation or the rights of the dissenting members (if any) of McCrory Design Buick, LLC.

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CLERK OF COURT
STATE OF FLORIDA

Prepared:
Linda Ebin, Esquire
825 Brickell Bay Drive, Suite 1648
Miami, Florida 33131-2920
(305) 377-0223
FL Bar No.: 0318590

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7. The Surviving Entity has agreed to promptly pay to the dissenting members, if any, of McCrory Design Buick, LLC, the amount, if any, to which they are entitled under F.S. §608.4384.

Executed on Nov. 29, 2004.

McCRORY DESIGN BUICK, LLC

By: 

Name: STEVEN G. MCCRORY

Title: VIC PRESIDENT

McCRORY DESIGN BUICK (DEL.)
LLC

By: 

Name: STEVEN G. MCCRORY

Title: VIC PRESIDENT

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of Nov. 24 2004 (this "Agreement"), between McCrory Design Buick, LLC, a Florida limited liability company (the "Foreign Company"), and McCrory Design Buick (Del.) LLC, a Delaware limited liability company (the "Delaware LLC").

WITNESSETH:

WHEREAS, the Delaware LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Foreign Company by means of a merger of the Foreign Company with and into the Delaware LLC;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del.C. §18-101, et seq. (the "Delaware Act") and Chapter 608, Florida Statutes (the "Foreign Company Act") authorize the merger of a Florida limited liability company with and into a Delaware limited liability company;

WHEREAS, the Foreign Company and the Delaware LLC now desire to merge (the "Merger"), following which the Delaware LLC shall be the surviving entity;

WHEREAS, Steven Gretenstein, as Vice President of the general partner of the Foreign Company, on behalf of the Foreign Company, has approved this Agreement and the consummation of the Merger; and

WHEREAS, the sole member of the Delaware LLC has approved this Agreement and the consummation of the Merger;

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger.

(a) On Nov. 24, 2004, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Foreign Company and the Delaware LLC shall determine, the Delaware LLC, which shall be the surviving entity, shall file a certificate of merger substantially in the form of Exhibit 1 hereto (the "Certificate of Merger") with the Secretary of State of the State of Delaware and Articles of Merger substantially in the form of Exhibit 2 hereto with the Secretary of State of the State of Florida and make all other filings or recordings required by Delaware and Florida

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law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the "Effective Time").

(b) At the Effective Time, the Foreign Company shall be merged with and into the Delaware LLC, whereupon the separate existence of the Foreign Company shall cease, and the Delaware LLC shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 18-209 of the Delaware Act and Sections 608.438, 608.4381, 608.4382 and 608.4383, Florida Statutes.

SECTION 1.02. Exchange of Interests. At the Effective Time:

(a) Each limited liability interest in the Foreign Company outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof, and

(b) Each limited liability company interest in the Delaware LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC.

ARTICLE II

THE SURVIVING LIMITED LIABILITY COMPANY

SECTION 2.01. Certificate of Formation and Limited Liability Company Agreement. The certificate of formation and the limited liability company agreement of the Delaware LLC in effect at the Effective Time shall be the certificate of formation and limited liability company agreement of the Surviving LLC unless and until amended in accordance with applicable law. The name of the Surviving LLC shall be McCrory Design Buick (Del.) LLC.

ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS
AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, the Delaware LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Foreign Company, and all of the assets and property of whatever kind and character of the Foreign Company shall vest in the Delaware LLC without further act or deed; thereafter, the Delaware LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Foreign Company, and any claim or judgment against the Foreign

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Company may be enforced against the Delaware LLC, as the Surviving LLC, in accordance with Section 18-209 of the Delaware Act.

SECTION 3.02. Further Assurances. If at any time the Delaware LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Foreign Company, or otherwise to carry out the provisions hereof, the proper representatives of the Foreign Company as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

ARTICLE IV

TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (i) by mutual written consent of the Delaware LLC and the Foreign Company; or
- (ii) by either the Delaware LLC, or the Foreign Company, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware LLC or the Foreign Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE V

CONDITIONS TO THE MERGER

SECTION 5.01. Conditions to the Obligations of Each Party. The obligations of the Delaware LLC and the Foreign Company to consummate the Merger are subject to satisfaction of the following conditions as of the Effective Time:

- (i) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

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(ii) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger shall have been obtained.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments; No Waivers. (a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Delaware LLC and the Foreign Company.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Foreign Company and the Delaware LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Foreign Company and the Delaware LLC with respect to the subject matter hereof.

SECTION 6.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws.

SECTION 6.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

SECTION 6.06. Management of Surviving LLC. As more, particularly set forth in the Limited Liability Company Agreement of the Delaware LLC, the management of the Surviving LLC is vested in a Board of Directors and the names and business

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addresses of initial members of such Board of Directors are:

Craig Robins
1632 Pennsylvania Avenue
Miami Beach, FL 33139

Kenneth J. Uva
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

McCRORY DESIGN BUICK, LLC,
a Florida limited liability company

By: 

Name: STEVEN GREENSTEIN

Title: VICE PRESIDENT

McCRORY DESIGN BUICK (DEL.) LLC,
a Delaware limited liability company

By: 

Name: STEVEN GREENSTEIN

Title: VICE PRESIDENT

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PALM BEACH COUNTY, FLORIDA

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**APPROVAL BY MEMBER
AND WAIVER OF NOTIFICATION**

The undersigned, being the sole member of McCrory Design Buick, LLC and of McCrory Design Buick (Del.) LLC, hereby approve the foregoing Agreement and Plan of Merger and waive notification pursuant to Section 608.4381(3), Florida Statutes.

MDB MEMBER LLC, a Delaware limited liability company

By:

Name:

Title:

CRAIG ROBIN
PRESIDENT

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EXHIBIT 1

CERTIFICATE OF MERGER
OF
McCRORY DESIGN BUICK, LLC
(a Florida limited liability company)
into
McCRORY DESIGN BUICK (DEL.) LLC
(a Delaware limited liability company)

dated: _____, 2004

The undersigned limited liability company formed and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
McCrory Design Buick, LLC	Florida
McCrory Design Buick (Del.) LLC	Delaware

SECOND: An Agreement and Plan of Merger has been approved and executed by (i) McCRORY DESIGN BUICK, LLC, a Florida limited liability company (the "Foreign Company"), and (ii) McCRORY DESIGN BUICK (DEL.) LLC, a Delaware limited liability company (the "Delaware LLC").

THIRD: The name of the surviving domestic limited liability company is McCrory Design Buick (Del.) LLC.

FOURTH: The merger of the Foreign Company into the Delaware LLC shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 1632 Pennsylvania Avenue, Miami Beach, FL 33139.

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SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of the Delaware LLC and to any person holding an interest in the Foreign Company.

IN WITNESS WHEREOF, McCrory Design Buick (DEL.) LLC has caused this Certificate of Merger to be duly executed.

McCRORY DESIGN BUICK (DEL.) LLC

By: _____

Name: Steven Gretenstein

Title: Authorized Person

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EXHIBIT 2
ARTICLES OF MERGER
OF

McCRORY DESIGN BUICK, LLC,
a Florida limited liability company

INTO

McCRORY DESIGN BUICK (DEL.) LLC,
a Delaware limited liability company

To the Secretary of State
State of Florida

Pursuant to the provisions of Section 608.4382, Florida Statutes, the domestic limited liability company and the foreign limited liability company herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging McCrory Design Buick, LLC, a Florida limited liability company, with and into McCrory Design Buick (Del.) LLC, a Delaware limited liability company (the "Surviving Entity").
2. The members of McCrory Design Buick, LLC and McCrory Design Buick (Del.) LLC approved and adopted the Agreement and Plan of Merger by written consent in accordance with the provisions of Section 608.4381, Florida Statutes.
3. The merger of McCrory Design Buick, LLC with and McCrory Design Buick (Del.) LLC is permitted by the laws of the jurisdiction of organization of McCrory Design Buick (Del.) LLC and has been authorized in compliance with said laws. The date of approval and adoption of the Agreement and Plan of Merger by the members of McCrory Design Buick (Del.) LLC was _____, 2004.
4. The effective time and date of the merger herein provided for in the State of Florida shall be _____, 2004 at _____ m.
5. The address of the principal office under the laws of the state of organization of the Surviving Entity is set forth in the Agreement and Plan of Merger.

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6. The Surviving Entity is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in any proceeding to enforce any obligation or the rights of the dissenting members (if any) of McCrory Design Buick, LLC.
7. The Surviving Entity has agreed to promptly pay to the dissenting members, if any, of McCrory Design Buick, LLC, the amount, if any, to which they are entitled under F.S. §608.4384.

Executed on _____, 2004.

McCRORY DESIGN BUICK, LLC

By: _____

Name:
Title:

McCRORY DESIGN BUICK (DEL.)
LLC

By: _____

Name:
Title:

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