

M99000001429

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CORPORATION(S) NAME

Maroone Dodge, LLC
merging: Maroone Dodge, Inc.

☐ Profit	☐ Amendment	☒ Merger
☐ Nonprofit		
☐ Foreign	☐ Dissolution/Withdrawal	☐ Mark
	☐ Reinstatement	
☐ Limited Partnership	☐ Annual Report	☐ Other
☐ LLC	☐ Name Registration	☐ Change of RA
	☐ Fictitious Name	☐ UCC
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ARTICLES OF MERGER
Merger Sheet

MERGING:

MAROONE DODGE, INC., A Florida Corporation, K42468

into

MAROONE DODGE, LLC, a Delaware entity M99000001429

File date: October 1, 1999

Corporate Specialist: Michelle Hodges

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**ARTICLES OF MERGER
OF
MAROONE DODGE, INC.,
a Florida Corporation
WITH AND INTO
MAROONE DODGE, LLC,
a Delaware Limited Liability Company**

Pursuant to the provisions of Section 607.1109 of the Florida Statutes, Maroone Dodge, Inc., a Florida corporation, and Maroone Dodge, LLC, a Delaware limited liability company, do hereby adopt the following Articles of Merger:

1. The names of the entities which are parties to the merger contemplated by these Articles of Merger (the "Merger") are:

- (i) ^{K42468} Maroone Dodge, Inc., a Florida corporation (the "Merging Corporation"), and
(ii) ^{MAR000001429} Maroone Dodge, LLC, a Delaware limited liability company ("the Surviving Entity").

2. The Merging Corporation is hereby merged with and into the Surviving Entity and the separate existence of the Merging Corporation shall cease. The Surviving Entity is the surviving entity in the merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

3. The Agreement and Plan of Merger was unanimously and duly adopted by the Board of Directors and the sole shareholder of the Merging Corporation by joint unanimous written consent in lieu of holding special meetings of even date herewith, pursuant to Sections 607.0821 and 607.0704 of the Florida Statutes.

4. The Agreement and Plan of Merger was approved by the Surviving Entity and duly adopted by the sole member of the Surviving Entity by written consent of even date herewith, in accordance with the applicable laws of the State of Delaware.

The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida in accordance with the provisions of Section 607.1109 of the Florida Statutes.

The address of the Surviving Entity's principal office under the laws of Delaware is:
110 S.E. 6th Street, 20th Floor, Fort Lauderdale, Florida 33301.

Prepared by
L. Frank Cordero, Esq.
One S.E. 3rd Avenue
Miami, FL 33131
(305) 374-5600
FL. Bar. No. 869996

The Surviving Entity hereby appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is a party to the Merger.

The Surviving Entity agrees to promptly pay to the dissenting shareholders of the Merging Corporation, the amount, if any, to which they are entitled under Florida Statutes Section 607.1302. There are no dissenting shareholders of the Merging Corporation, and there are no dissenting members of the Surviving Entity.

The parties have caused these Articles of Merger to be executed on Sept. 28, 1999.

MERGING CORPORATION:

MAROONE DODGE, INC.

By: [Signature]
Name: James Cok
Title: Vice President

SURVIVING ENTITY:

MAROONE DODGE, LLC

By: [Signature]
James Cok, Manager

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made and entered into as of the 28 day of Sept, 1999, by and among the corporation identified as the Merging Corporation on the signature page hereof (the "**Merging Corporation**"), and the limited liability company identified as the Surviving Entity on the signature page hereof (the "**Surviving Entity**").

WITNESSETH:

WHEREAS, the Surviving Entity has been organized for the purpose of continuing the business of the Merging Corporation subsequent to the Merger contemplated hereby and is a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware;

WHEREAS, the sole shareholder of the Merging Corporation is also the sole shareholder of the sole member of the Surviving Entity;

WHEREAS, no additional property is actually being issued to the shareholder of the Merging Corporation pursuant to the Merger, as said shareholder will continue to indirectly maintain a 100 percent ownership interest in the Surviving Entity and the Merger is therefore being consummated only in constructive exchange for additional shares of capital stock of the Surviving Entity's sole member;

WHEREAS, pursuant to duly authorized action by their respective Board of Directors, Shareholders and Members, as applicable, the Merging Corporation and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law; and

WHEREAS, the parties intend for the Merger to constitute a tax free reorganization under Section 368(a)(1) of the Internal Revenue Code of 1986, as amended;

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Corporation and the Surviving Entity hereby agree as follows:

1. **MERGER.** The Merging Corporation and the Surviving Entity agree that the Merging Corporation shall be merged with and into the Surviving Entity, as a single and Surviving Entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Delaware as the Surviving Entity.

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of the State of Delaware, with all of the rights and obligations as are provided by the Delaware Statutes.

(b) The Merging Corporation shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

3. **CHARTER DOCUMENTS.** As a result of the Merger, the charter documents of the Surviving Entity shall be as follows:

(a) **Certificate of Formation.** The Certificate of Formation of the Surviving Entity shall continue as the Certificate of Formation of the Surviving Entity.

(b) **Limited Liability Company Agreement.** The Limited Liability Company Agreement of the Surviving Entity shall continue as the Limited Liability Company Agreement of the Surviving Entity.

4. **MANNER AND BASIS OF CONVERTING SHARES.** At the Effective Time, (i) all of the issued and outstanding shares of capital stock of the Merging Corporation shall be surrendered to the Surviving Entity and canceled, and no membership interests of the Surviving Entity or other property will be issued in exchange therefor, and (ii) all of the outstanding membership interests of the Surviving Entity shall remain outstanding, and the current members of the Surviving Entity shall continue to own the same number of membership interests of the Surviving Entity, and in the same proportions, as they did prior to the Effective Time.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective board of directors, shareholders and members, as applicable, of the Merging Corporation and the Surviving Entity. The proper officers, managers or members of the Merging Corporation and the Surviving Entity, as applicable, shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE TIME OF MERGER.** The Merger shall be effective at the time specified in the Articles of Merger and the Certificate of Merger with respect to the Merger with the Offices of the Secretaries of State of the States of Delaware and the state of incorporation of the Merging Corporation, or if no such time is specified, at the time of filing such documents (the "Effective Time").

7. **MANAGERS.** The names and business addresses of the Managers of the Surviving Entity are set forth on Schedule 1 hereto.

8. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Delaware.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Corporation and the members of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

[Signatures on the Next Page]

IN WITNESS WHEREOF, Maroone Dodge, Inc., a Florida corporation, which is the Merging Corporation, and Maroone Dodge, LLC, a Delaware limited liability company, which is the Surviving Entity, have caused this Agreement to be entered into as of the date first above written.

CONSTITUENT ENTITIES:

MERGING CORPORATION:

MAROONE DODGE, INC.

By: [Signature]
Name: James Cole
Title: Vice President

SURVIVING ENTITY:

MAROONE DODGE, LLC

By: [Signature]
James Cole, Manager

SCHEDULE 1
TO AGREEMENT AND PLAN OF MERGER

Name of Manager

Address

Thomas W. Hawkins

110 Southeast 6th Street
20th Floor
Fort Lauderdale, FL 33301

James O. Cole

110 Southeast 6th Street
20th Floor
Fort Lauderdale, FL 33301