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MERGER OR SHARE EXCHANGE**SOUTHEAST DODGE TRUCK DEALERS ADVERTISING ASSOCIATION**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
3/28/05

**ARTICLES OF MERGER OF
SOUTHEAST DODGE TRUCK DEALERS ADVERTISING ASSOCIATION II, INC.
A FLORIDA NON-PROFIT CORPORATION**

AND

**SOUTHEAST DODGE TRUCK MARKETING ASSOCIATION, INC.
A TEXAS NON-PROFIT CORPORATION**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I.

The names and jurisdictions of organization of each constituent business entity that is merging are Southeast Dodge Truck Dealers Advertising Association II, Inc., a Florida non-profit corporation (the "Florida Corporation"), the merging company, and Southeast Dodge Truck Marketing Association, Inc., a Texas non-profit corporation (the "Texas Corporation"), the surviving company.

II.

The name of the surviving company shall be Southeast Dodge Truck Marketing Association, Inc.

III.

A copy of the Agreement and Plan of Merger by and between the Texas Corporation and the Florida Corporation is attached hereto as Exhibit A.

IV.

With respect to the Florida Corporation, there are no members entitled to vote on the Agreement and Plan of Merger. The Agreement and Plan of Merger was duly approved and adopted by the Board of Directors of the Florida Corporation in accordance with Section 617.1105 of the Florida Non-Profit Corporation Act pursuant to unanimous written consent dated FEBRUARY 21, 2005.

V.

With respect to the Texas Corporation, there are no members entitled to vote on the Agreement and Plan of Merger. The Agreement and Plan of Merger was duly approved and adopted by the Board of Directors the Texas Corporation in accordance with Article 1396-5.03.A(2) of the Texas Non-Profit Corporation Act pursuant to unanimous written consent dated FEBRUARY 21, 2005.

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VI.

As to each corporation or entity that is a party to the Agreement and Plan of Merger, the approval of the Agreement and Plan of Merger and performance of its terms were duly authorized by all action required by the laws under which it was incorporated or organized and by its constituent documents.

VII.

The surviving corporation will be responsible for the payment of all fees and franchise taxes of the merged corporation or entity and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

VIII.

Pursuant to the Agreement and Plan Merger, the merger of the Texas Corporation and Florida Corporation shall be effective on the later of (a) the effective time of the merger in the State of Texas or (b) the effective time of the merger in the State of Florida.

IN WITNESS WHEREOF, the constituent companies have each caused these Articles of Merger to be executed on their respective behalves a duly authorized manager and officer, respectively, effective as of the 21 day of February, 2005.

**SOUTHEAST DODGE TRUCK DEALERS
ADVERTISING ASSOCIATION II, INC.**
(a Florida Non-Profit Corporation)

By: Its: CHAIRMAN

**SOUTHEAST DODGE TRUCK
MARKETING ASSOCIATION, INC.**
(a Texas Non-Profit Corporation)

By: Its: CHAIRMAN

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

See Attached.

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**AGREEMENT AND PLAN OF MERGER
OF
SOUTHEAST DODGE TRUCK DEALERS ADVERTISING ASSOCIATION II, INC.,
A FLORIDA NON-PROFIT CORPORATION
AND
SOUTHEAST DODGE TRUCK MARKETING ASSOCIATION, INC.,
A TEXAS NON-PROFIT CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 21 day of February, 2005, by and between Southeast Dodge Truck Marketing Association, Inc., a Texas non-profit corporation (the "Texas Corporation"), and Southeast Dodge Truck Dealers Advertising Association II, Inc., a Florida non-profit corporation (the "Florida Corporation") (the Texas Corporation and the Florida Corporation are sometimes hereinafter referred to collectively as the "Constituent Companies");

WITNESSETH:

WHEREAS, the board of directors of the Florida Corporation has approved and declared advisable this Agreement and Plan of Merger and deems it advisable and for the benefit of the Florida Corporation and its members that the Florida Corporation merge with and into the Texas Corporation, pursuant to the terms of this Agreement and Plan of Merger and in accordance with the applicable laws of the States of Texas and Florida; and

WHEREAS, the board of directors of the Texas Corporation has approved and declared advisable this Agreement and Plan of Merger and deems it advisable and for the benefit of the Texas Corporation and its members that the Florida Corporation merge with and into the Texas Corporation, pursuant to the terms of this Agreement and Plan of Merger and in accordance with the applicable laws of the States of Texas and Florida.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual agreements hereinafter contained, it is hereby agreed by and between the parties hereto that the Florida Corporation (hereinafter sometimes referred to as the "Merged Company") be merged with and into the Texas Corporation, with the Texas Corporation being the surviving entity in such merger (which, in its capacity as Surviving Corporation is hereinafter sometimes referred to as the "Surviving Corporation"), in accordance with the applicable laws of the States of Texas and Florida, that such merger be effective on the later of (i) the effective time of the merger in the State of Texas or (ii) the effective time of the merger in the State of Florida (the "Effective Time"), and that the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect be as follows:

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1.

The Articles of Incorporation of the Texas Corporation shall on the Effective Time become the Articles of Incorporation of the Surviving Corporation.

2.

Until altered, amended or repealed, as therein provided, the Bylaws of the Texas Corporation as in effect on the Effective Time shall be the Bylaws of the Surviving Corporation.

3.

Upon the Effective Time, each member of the Texas Corporation and the Florida Corporation shall become a member of the Surviving Corporation.

4.

Upon the Effective Time, the separate existence of the Florida Corporation shall cease and the Surviving Corporation shall possess all of the rights, privileges, immunities, powers and franchises, as well of a public nature as of a private nature, of the Florida Corporation; and all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each of such companies shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in the Florida Corporation shall not revert or be in any way impaired by reason of this merger; and the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities, obligations and penalties of the Florida Corporation; and any claim existing or action or proceeding, civil or criminal, pending by or against the Florida Corporation may be prosecuted as if such merger had not taken place, or the Surviving Corporation may be substituted in its place, and any judgment rendered against any of such companies may thenceforth be enforced against the Surviving Corporation; and neither the rights of creditors nor any liens upon the property of the Florida Corporation shall be impaired by such merger.

5.

Upon the merger becoming effective, the assets and liabilities of the Florida Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they are carried on the books of the Florida Corporation immediately prior to the merger.

6.

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any property or rights of the Florida Corporation, the board of directors, officers and members of the Florida Corporation

shall and will execute and make all such proper assignments and assurances and do all things necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

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

**SOUTHEAST DODGE TRUCK MARKETING
ASSOCIATION, INC.,**

a Texas Non-Profit Corporation

By: 

Its: CHAIKAAA

**SOUTHEAST DODGE TRUCK DEALERS
ADVERTISING ASSOCIATION II, INC.,**

a Florida Non-Profit Corporation

By: 

Its: CHAIKAAA