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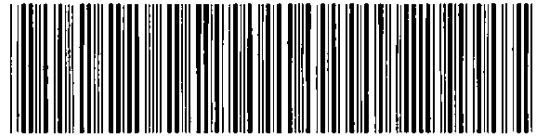
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FILED
Jun 28, 2017 08:00 AM
Secretary of State

Merger
JUL 07 2017

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CG Dealer Management Services, Inc.

Name of Surviving Corporation

The enclosed Articles of Merger, inclusive of Exhibit A, Agreement and Plan of Merger, and
(Two original copies enclosed.) and fee are submitted for filing. Exhibit B, Unanimous Written
Consents

Please return all correspondence concerning this matter to following:

Jacob Beil

Contact Person

The Beil Law Firm, P.C.

Firm/Company

P. O. Box 1126

Address

Columbus, GA 31902

City/State and Zip Code

Jacob@beillaw.com

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

FILED
Jun 28, 2017 08:00 AM
Secretary of State

For further information concerning this matter, please call:

Jacob Beil

At (706) 596-9912

Name of Contact Person

Area Code & Daytime Telephone Number

Please return a duly filed copy of such documents to this office in the Federal
Express envelope enclosed.

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)
\$75.00 filing fee.

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

**ARTICLES OF MERGER OF
CARL GREGORY HOLDINGS, INC.,
AND, WITH AND INTO CG DEALER MANAGEMENT SERVICES, INC.**

¶1.

A. (a) CARL GREGORY HOLDINGS, INC. (the "Georgia Corporation" or the "Merging Corporation") was duly incorporated on January 28, 2016, under the applicable laws of the State of Georgia, with its present registered office being located at 4 Bradley Park Court, Suite 1F, Columbus, Georgia 31904. The file number issued by the Georgia Secretary of State is 16007522. The principal place of business of the Georgia Corporation is 4 Bradley Park Court, Suite 1F, Columbus, Georgia 31904, and its registered agent thereat is Patricia Cahn.

(b) The Georgia Corporation has one (1) Shareholder, being: Carl L. Gregory, who owns 1,000 shares thereof, and which 1,000 shares constitute 100% of all of the issued and outstanding capital stock of the Georgia Corporation, of whatsoever kind and nature.

(c) Carl L. Gregory constitutes the sole Officer and Director of the Georgia Corporation, whomsoever.

B. (a) CG DEALER MANAGEMENT SERVICES, INC. (the "Florida Corporation" or the "Surviving Corporation") was duly incorporated on December 16, 2003, under the applicable laws of the State of Florida, with its present registered office being located at 114 Carillon Market Street, Unit 509, Panama City Beach, Florida 32413. The document number issued by the Florida Secretary of State is P03000157889. The principal place of business of the Florida Corporation is 114 Carillon Market Street, Unit 509, Panama City Beach, Florida 32413, and its registered agent thereat is Carl L. Gregory.

(b) The Florida Corporation has one (1) Shareholder, being: Carl L. Gregory, who owns 100 shares thereof, and which 100 shares constitute 100% of all of the issued and outstanding capital stock of Florida Corporation, of whatsoever kind and nature.

(c) Carl L. Gregory and Jason A. Gregory constitute all of the Directors of the Florida Corporation, whomsoever.

(d) Carl L. Gregory is the Chairman and Treasurer of the Florida Corporation; and Jason A. Gregory is the President thereof, and James D. Bell is the Secretary of same, constituting all of the Officers of the Florida Corporation, whomsoever.

¶2.

The applicable and respective laws of the States of Georgia and Florida permit a merger of the Georgia Corporation and the Florida Corporation, (the "Constituent Corporations"), all in accordance with and pursuant to O.C.G.A. §14-2-1101, et. seq., and Section 607.1105 of the Florida Business Corporation Act.

¶3.

The respective Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and of their respective shareholders that the Georgia Corporation be merged with and into the Florida Corporation, with the Florida Corporation being the Surviving Corporation, all upon the terms and conditions hereinafter set forth, and with the Florida Corporation continuing to use its tax identification number as the tax identification number of the Surviving Corporation.

¶4.

By resolutions duly and respectively adopted, said respective Boards of Directors have adopted the terms and conditions of this Agreement, directing that the proposed merger be, respectively, submitted to the respective shareholders of the Georgia Corporation and of the Florida Corporation, and recommending to such respective shareholders the approval of the terms and conditions hereinafter set forth.

¶5.

The Florida Corporation, as the Surviving Corporation, will continue business operations in the State of Florida under the name "CG DEALER MANAGEMENT SERVICES, INC."

¶6.

The Agreement and Plan of Merger, attached to these Articles as Exhibit "A" and incorporated herein by this reference thereto, was unanimously approved by all of the respective officers, directors and shareholders of the Constituent Corporations thereof, whomsoever, and as required by the laws of the jurisdiction of formation and the governing documents of each Constituent Corporation, which unanimous approval is attached hereto and made a part hereof as Exhibit "B".

¶7.

Such Agreement and Plan of Merger, attached to these Articles as Exhibit "A", provides, in part, as follows:

(i) Carl Gregory Holdings, Inc., a Georgia corporation, shall be merged into CG Dealer Management Services, Inc., a Florida corporation, with CG Dealer Management Services, Inc. being the Surviving Corporation.

(ii) The Surviving Corporation shall become the owner of all of the property, of whatsoever kind and nature, of the Merging Corporation.

(iii) The sole shareholder of the Merging Corporation shall be the sole shareholder of the Surviving Corporation, with the Surviving Corporation issuing to the sole shareholder of the Merging Corporation so many shares of stock in the Surviving Corporation as will equal the value

of the sole shareholder in the Merging Corporation, and with all of the sole shareholder's stock of the Merging Corporation being tendered to Merging Corporation for cancellation.

(iv) The sole director of the Surviving Corporation shall be Carl L. Gregory.

(v) The sole officers of the Surviving Corporation shall be Carl L. Gregory, Chairman/Treasurer; Jason A. Gregory, President, and James D. Bell, Secretary.

¶8.

Executed copies of such Agreement and Plan of Merger are on file at the registered office of the Surviving Corporation, and copies of same will be furnished by the Surviving Corporation, upon request and without cost, to any of the officers, directors and/or shareholders of such Constituent Corporations.

¶9.

The name of the Surviving Corporation is to be CG DEALER MANAGEMENT SERVICES, INC., a Florida Corporation.

¶10.

Pursuant to the Agreement and Plan of Merger, the merger of the Georgia Corporation, with the Florida Corporation being the Surviving Corporation shall have a delayed effective date and time. The delayed effective date and time shall be July 1, 2017.

¶11.

The Articles of Incorporation of the Florida Corporation shall remain in full force and effect, as originally filed, being neither amended, modified or restated, in any way, whatsoever, by virtue hereof.

¶12.

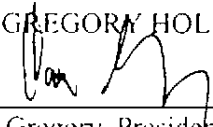
The Bylaws of the Florida Corporation shall remain in full force and effect, being neither amended, modified or restated, in any way, whatsoever, by virtue hereof.

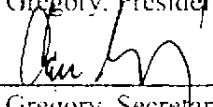
This 26th day of June, 2017.

[SIGNATURES TO FOLLOW]

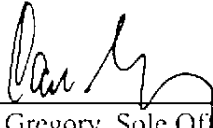
WITH RESPECT TO GEORGIA CORPORATION:

CARL GREGORY HOLDINGS, INC.

By: 
Carl L. Gregory, President

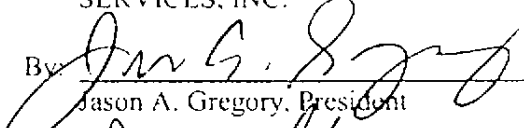
Attest: 
Carl L. Gregory, Secretary

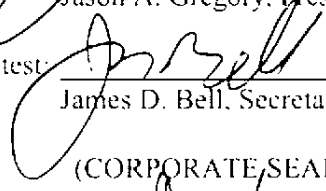
(CORPORATE SEAL)

 (L.S.)
Carl L. Gregory, Sole Officer,
Director and Shareholder

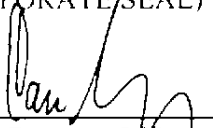
WITH RESPECT TO FLORIDA CORPORATION:

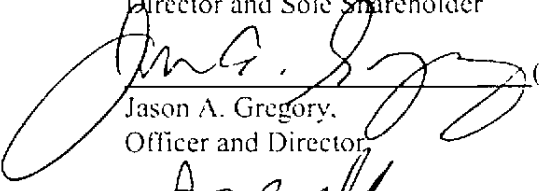
CG DEALER MANAGEMENT
SERVICES, INC.

By: 
Jason A. Gregory, President

Attest: 
James D. Bell, Secretary

(CORPORATE SEAL)

 (L.S.)
Carl L. Gregory, Officer,
Director and Sole Shareholder

 (L.S.)
Jason A. Gregory,
Officer and Director

 (L.S.)
James D. Bell, Officer

EXHIBIT A

AGREEMENT AND PLAN OF MERGER OF CARL GREGORY HOLDINGS, INC., A GEORGIA CORPORATION, AND, WITH AND INTO CG DEALER MANAGEMENT SERVICES, INC., A FLORIDA CORPORATION

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 26th day of June, 2017, by and between CARL GREGORY HOLDINGS, INC. (the "Georgia Corporation"), and CG DEALER MANAGEMENT SERVICES, INC. (the "Florida Corporation"), both of which are sometimes, collectively, referred to in this Agreement as the "Constituent Corporations".

WITNESSETH:

WHEREAS, the Georgia Corporation was duly incorporated on January 28, 2016, under the applicable laws of the State of Georgia, with its present registered office being located at 4 Bradley Park Court, Suite 1F, Columbus, Muscogee County, Georgia 31904;

WHEREAS, the Georgia Corporation has one (1) Shareholder, being: Carl L. Gregory, who owns 1,000 shares thereof, and which 1,000 shares constitute 100% of all of the issued and outstanding capital stock of the Georgia Corporation, of whatsoever kind and nature;

WHEREAS, Carl L. Gregory is the sole Officer and Director of the Georgia Corporation, whomsoever;

WHEREAS, the Florida Corporation was duly incorporated on December 16, 2003, under the applicable laws of the State of Florida, with its present registered office being located at 114 Carillon Market Street, Unit 509, Panama City Beach, Florida 32413;

WHEREAS, the Florida Corporation has one (1) Shareholder, being: Carl L. Gregory, who owns 100 shares thereof, and which 100 shares constitute 100% of all of the issued and outstanding capital stock of the Florida Corporation, of whatsoever kind and nature;

WHEREAS, Carl L. Gregory and Jason A. Gregory are the sole Directors of the Florida Corporation, whomsoever;

WHEREAS, Carl L. Gregory, is the Chairman and Treasurer of the Florida Corporation; Jason A. Gregory is the President thereof, and James D. Bell is the Secretary of same, constituting all of the Officers of the Florida Corporation, whomsoever;

WHEREAS, the applicable and respective laws of the States of Georgia and Florida permit a merger of the Georgia Corporation and the Florida Corporation, all in accordance with and pursuant to O.C.G.A. §14-2-1101, et. seq., and Section 607.1105 of Florida Business Corporation Act;

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and of their respective shareholders that the Georgia Corporation be merged with and into the Florida Corporation, with the Florida Corporation being the "Surviving Corporation", all upon the terms and conditions hereinafter set forth, and with the Florida Corporation continuing to use its tax identification number as the tax identification number of the Surviving Corporation, and

WHEREAS, by resolutions duly and respectively adopted, said respective Boards of Directors have adopted the terms and conditions of this Agreement, directing that the proposed merger be, respectively, submitted to the respective shareholders of the Georgia Corporation and the Florida Corporation, and recommending to such respective shareholders the approval of the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, promises and covenants contained herein, it is agreed, by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the provisions of the Georgia Corporation Business Code and the Florida Business Corporation Act, that the Georgia Corporation shall be, and hereby is, as of the Effective Date (as is hereinafter defined), merged with and into the Florida Corporation, being referred to in this Agreement as the Surviving Corporation, with the corporate existence of the Surviving Corporation to be continued under the name "CG DEALER MANAGEMENT SERVICES, INC.": with the tax identification number thereof being that of the Florida Corporation, and with the terms and conditions of the merger hereby agreed upon: the mode of carrying the same into effect, and the manner of converting the shares in each to be as follows, to wit:

Section 1
Merger

1.1. On the Effective Date, the Georgia Corporation shall be merged with and into the Florida Corporation, with Florida Corporation being the Surviving Corporation. The Florida Corporation shall continue in existence in the State of Florida under the name "CG DEALER MANAGEMENT SERVICES, INC." and shall continue to use its tax identification number. The merger shall, in all respects, have the effect provided for in Section 14-2-1101, et. seq. of the Georgia Corporation Business Code and Section 607.0123 of the Florida Business Corporation Act.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of the Georgia Corporation shall cease, and, in accordance with the terms of this Agreement, the title to all real and personal property, as well as contract rights, owned by or in which the Georgia Corporation has an interest, shall be vested in the Florida Corporation, as the Surviving Corporation, without reversion or impairment. The Surviving Corporation shall assume all liabilities of the Georgia Corporation, and any proceeding pending against the Georgia Corporation may be continued, as if the merger had not occurred, or the Surviving Corporation may be substituted in its place. Any contract duties, rights or obligations in which the Georgia Corporation has an interest shall be assumed by the Surviving Corporation which shall be substituted in its place as the obligor thereunder.

1.3. Prior to and from and after the Effective Date, the Georgia Corporation shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any respective real or personal property or contract rights of the Georgia Corporation, the last acting officers and directors of the Georgia Corporation, or the corresponding officers and directors of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action needful, necessary and proper to vest title in such property or rights in the Surviving Corporation, and to otherwise carry out the purposes of this Agreement.

1.4. It is agreed that the Surviving Corporation, "CG DEALER MANAGEMENT SERVICES, INC.", shall continue to use its tax identification number, and that the Georgia Corporation's tax identification number shall not survive the merger, nor shall it be used thereafter, in any way, whatsoever.

Section 2 Terms of Transaction

2.1. Upon the Effective Date:

(a) Each respective shareholder interest of the Georgia Corporation shall be converted into an equal amount of the shareholder interest of Florida Corporation, subject to the provisions of Section 2.2 below.

(b) Each respective shareholder interest of the Georgia Corporation, outstanding and owned of record by its sole shareholder immediately before the Effective Date, shall be identical to an outstanding shareholder interest of the Surviving Corporation immediately after the merger.

2.2. After the Effective Date, each holder of a respective shareholder interest, which immediately prior thereto represented a respective shareholder interest in the Georgia Corporation, will, upon surrender of such respective shareholder interest, be entitled to an equal shareholder interest in the Surviving Corporation into which the shareholder interest of the Georgia Corporation, previously owned by the sole shareholder thereof, shall have been converted pursuant to Section 2.1 of this Agreement.

Section 3 Officers and Directors

The persons, who are the officers and directors of the Florida Corporation immediately prior to the Effective Date, shall continue as the officers and directors of the Surviving Corporation and shall continue to hold office as provided for in the Articles of Incorporation and Bylaws of the Surviving Corporation, as may be amended and restated.

Section 4
Articles of Incorporation and Bylaws

4.1. From and after the Effective Date, the Articles of Incorporation of the Florida Corporation, as may have been amended and restated, shall be the Articles of Incorporation of the Surviving Corporation, and shall continue in effect until the same shall be altered, amended, restated, or repealed, all as therein provided, or as provided by law.

4.2. From and after the Effective Date, the Bylaws of the Florida Corporation, as may have been amended and restated, shall be the Bylaws of the Surviving Corporation, and shall continue in effect until the same shall be altered, amended, restated, or repealed, all as therein provided, or as provided by law.

Section 5
Shareholder Approval, Effectiveness of Merger

This Agreement shall be submitted for approval by the respective shareholders of the Florida Corporation and of the Georgia Corporation, all as provided by the Georgia Corporation Business Code and by the Florida Business Corporation Act. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such respective shareholders and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, then this Agreement shall be executed, and this Agreement and the Articles of Merger, incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Georgia and of the State of Florida as soon as practicable after the last approval by such respective shareholders. The respective officers and Boards of Directors of the Constituent Corporations 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 needful, necessary, proper, or convenient to carry out, or to put into effect, any of the provisions of this Agreement, or of the merger herein provided for. The merger shall become effective on the date stated in the Articles of Merger, incorporating this Agreement, as of the "Effective Date".

Section 6
Termination

At any time prior to the filing of the Articles of Merger with the Secretary of State of Georgia and with the Secretary of State of the State of Florida, any or all of the respective Boards of Directors of the Constituent Corporations may terminate and abandon this Agreement, notwithstanding a favorable action on the merger by the respective shareholder of either or both of such Constituent Corporations, or earlier approval by the respective Boards of Directors of same. Without limiting the generality of the foregoing, the respective Boards of Directors of the Constituent Corporation may terminate and abandon this Agreement at any time prior to such filing, if more than fifty percent (50%) of one or more of the respective holders of the shareholder interests in the Constituent Corporations exercise their dissenters' rights pursuant to any applicable provisions of the Georgia Corporation Business Code and/or the Florida Business Corporation Act in connection with the merger.

Section 7
Miscellaneous

7.1. This Agreement may be executed in one or more 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. 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 Georgia and the laws of the State of Florida.

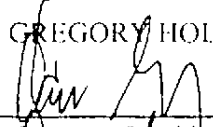
7.3. "Effective Date" for all purposes hereof shall mean July 1, 2017.


IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized shareholders, officers and directors, as of the date hereinabove first written.

[SIGNATURES TO FOLLOW]

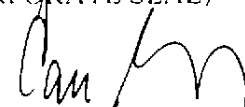
WITH RESPECT TO GEORGIA CORPORATION:

CARL GREGORY HOLDINGS, INC.

By: 
Carl L. Gregory, President

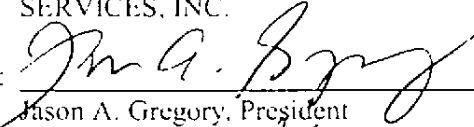
Attest: 
Carl L. Gregory, Secretary

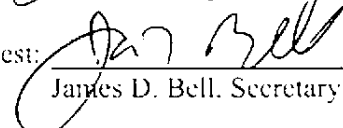
(CORPORATE SEAL)

 (L.S.)
Carl L. Gregory, Sole Officer,
Director and Shareholder

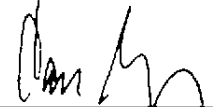
WITH RESPECT TO FLORIDA CORPORATION:

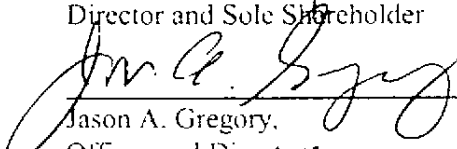
CG DEALER MANAGEMENT
SERVICES, INC.

By: 
Jason A. Gregory, President

Attest: 
James D. Bell, Secretary

(CORPORATE SEAL)

 (L.S.)
Carl L. Gregory, Officer,
Director and Sole Shareholder

 (L.S.)
Jason A. Gregory,
Officer and Director

 (L.S.)
James D. Bell, Officer

EXHIBIT B

**UNANIMOUS WRITTEN CONSENTS OF THE RESPECTIVE
OFFICERS, DIRECTORS AND SHAREHOLDERS OF:
CG DEALER MANAGEMENT SERVICES, INC.
AND CARL GREGORY HOLDINGS, INC.
IN LIEU OF RESPECTIVE MEETINGS THEREOF**

Pursuant to the authorizations granted to the respective Officers, Directors and Shareholders to take action by written consent without a meeting, all in accordance with the applicable provisions of the Georgia Corporation Business Code and the Florida Business Corporation Act, as well as the respective Bylaws of CG DEALER MANAGEMENT SERVICES, INC., a Florida corporation, and CARL GREGORY HOLDINGS, INC., a Georgia corporation, which corporations are sometimes, collectively, hereinafter referred to as the "Corporations", all of the respective Officers, Directors and Shareholders thereof do hereby consent to, confirm and approve, as of the date indicated below, the following resolutions, to-wit:

RESOLVED, that the Corporations have proposed to merge according to the terms of the Agreement and Plan of Merger (the "Plan of Merger"), attached hereto as Exhibit "A" hereof, and that the respective Shareholders, Officers and Board of Directors of each of the respective Corporations adopt the Plan of Merger.

FURTHER RESOLVED, that CG DEALER MANAGEMENT SERVICES, INC., the Florida corporation, shall be the surviving corporation of the merger of the Corporations, hereinafter referred to as the "Surviving Corporation".

FURTHER RESOLVED, that the respective Shareholders, Officers and Boards of Directors of the Corporations approve the terms and conditions of the proposed merger, all as set forth in the attached Plan of Merger, effective July 1, 2017.

FURTHER RESOLVED, that the respective Shareholders, Officers and Boards of Directors approve the manner and basis for converting the shares of the Corporations, all as set forth in the attached Plan of Merger.

FURTHER RESOLVED, that as of July 1, 2017, CARL GREGORY HOLDINGS, INC., a Georgia corporation, shall be merged with and into the Surviving Corporation.

FURTHER RESOLVED, the Surviving Corporation shall continue in existence in the State of Florida, under the name "CG DEALER MANAGEMENT SERVICES, INC." and shall continue to use its existing tax identification number.

FURTHER RESOLVED, the merger shall, in all respects, have the effect provided for in Section 14-2-1101, *et. seq.* of the Georgia Corporation Business Code and in Section 607.1105 *et. seq.* of the Florida Business Corporation Act.

FURTHER RESOLVED, that without limiting the foregoing, on and after July 1, 2017, the separate existence of CARL GREGORY HOLDINGS, INC. shall cease, and, in accordance with the terms of the Plan of Merger, the title to all property, real and personal, as well as

contract rights, owned by, or in which CARL GREGORY HOLDINGS, INC. has an interest, shall be vested in the Surviving Corporation, without reversion or impairment.

FURTHER RESOLVED, that the Surviving Corporation shall assume all liabilities of CARL GREGORY HOLDINGS, INC., and any proceeding pending against CARL GREGORY HOLDINGS, INC. may be continued, as if the merger had not occurred, or the Surviving Corporation may be substituted in its place, and that any contracts, duties, rights, or obligations in which CARL GREGORY HOLDINGS, INC. has an interest shall be assumed by the Surviving Corporation, which shall be substituted in place of CARL GREGORY HOLDINGS, INC. as the obligor thereunder.

FURTHER RESOLVED, that prior to and from and after July 1, 2017, the Corporations shall take all such action as shall be needful, necessary or appropriate in order to effectuate the merger.

FURTHER RESOLVED, that if at any time the Corporations shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in the Surviving Corporation, according to the terms hereof, the title to any respective property or rights of the Corporations, the last acting respective officers and directors of each of the Corporations, or the corresponding officers and directors of the Surviving Corporation, 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 Corporation, and to otherwise carry out the purposes of the Plan of Merger.

FURTHER RESOLVED, that the Surviving Corporation shall continue to use its name and present tax identification number in the State of Florida, and that neither CARL GREGORY HOLDINGS, INC.'S name, nor its tax identification number shall survive the merger, nor shall they be used thereafter, in any way, whatsoever.

FURTHER RESOLVED, that as of July 1, 2017:

(a) The sole shareholder interest of CARL GREGORY HOLDINGS, INC. shall be converted into an equal amount of the shareholder interest of the Surviving Corporation.

(b) The sole shareholder interest of CARL GREGORY HOLDINGS, INC., outstanding and respectively owned, of record, by its sole shareholder immediately before July 1, 2017, shall be identical to an outstanding shareholder interest of the Surviving Corporation immediately after the merger.

FURTHER RESOLVED, that after July 1, 2017, the sole holder of all shareholder interest, which immediately prior thereto represented a shareholder interest in CARL GREGORY HOLDINGS, INC., will, upon surrender of such shareholder interest, be entitled to an equal shareholder interest in the Surviving Corporation into which the aggregate number of shareholder interest of CARL GREGORY HOLDINGS, INC., previously owned by the sole shareholder thereof, shall have been converted pursuant to this resolution.

FURTHER RESOLVED, the persons, who are the officers and directors of Surviving Corporation immediately prior to July 1, 2017, shall remain as the officers and directors of the Surviving Corporation and shall continue to hold office as provided for in the Articles of Incorporation and Bylaws of the Surviving Corporation, as may be amended and restated.

FURTHER RESOLVED, that from and after July 1, 2017, the Articles of Incorporation of the Surviving Corporation, as may have been amended and restated, shall remain as the Articles of Incorporation of the Surviving Corporation, and shall continue in effect until the same shall be altered, amended, restated, or repealed, all as therein provided, or as provided by law.

FURTHER RESOLVED, that from and after July 1, 2017, the Bylaws of Surviving Corporation, as may have been amended and restated, shall remain as the Bylaws of the Surviving Corporation, and shall continue in effect until the same shall be altered, amended, restated, or repealed, all as therein provided, or as provided by law.

FURTHER RESOLVED, that the appropriate officers of the respective Corporations are authorized and directed to execute and file any necessary documentation, including Articles or Certificates of Merger, with the Secretaries of States of Georgia and Florida, and to do any and all things needful or necessary to consummate the merger, all as contemplated by the attached Plan of Merger.

FURTHER RESOLVED, that the Secretaries of the respective Corporations are directed to file a copy of this Consent Action with the Minutes of the proceedings of each of the respective Corporations.

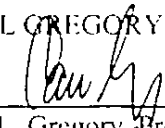
This Consent Action may be executed in two or more counterparts, each of which shall be an original and all of which, together, shall constitute one and the same Consent Action.

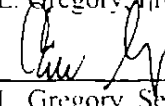
IN WITNESS WHEREOF, the undersigned have set forth their hands in their capacity as of June 24, 2017.

[SIGNATURES TO FOLLOW]

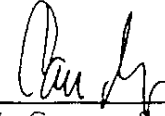
WITH RESPECT TO GEORGIA CORPORATION:

CARL GREGORY HOLDINGS, INC.

By: 
Carl L. Gregory, President

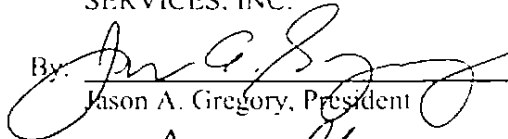
Attest: 
Carl L. Gregory, Secretary

(CORPORATE SEAL)

 (L.S.)
Carl L. Gregory, Sole Officer,
Director and Shareholder

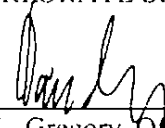
WITH RESPECT TO FLORIDA CORPORATION:

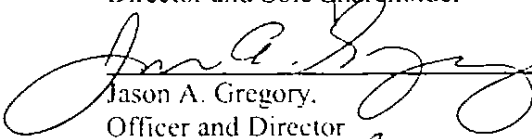
CG DEALER MANAGEMENT
SERVICES, INC.

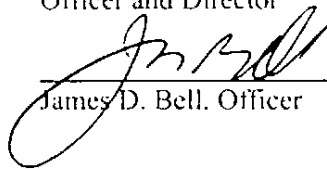
By: 
Jason A. Gregory, President

Attest: 
James D. Bell, Secretary

(CORPORATE SEAL)

 (L.S.)
Carl L. Gregory, Officer,
Director and Sole Shareholder

 (L.S.)
Jason A. Gregory,
Officer and Director

 (L.S.)
James D. Bell, Officer