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SMITH, GAMBRELL AND RUSSELL

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**MERGER OR SHARE EXCHANGE**

**Lou Sobh Automotive of Jax, Inc.**

Certificate of Status	0
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**EXAMINER**

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## ARTICLES OF MERGER

OF

**SOBH JAX PROPERTIES, LLC**  
a Florida limited liability company

INTO

**LOU SOBH AUTOMOTIVE OF JAX, INC.**  
a Florida corporation

Pursuant to the provisions of Sections 607.1105 and 608.4382, Florida Statutes, the undersigned entities certify as follows:

**FIRST:** The names of the entities that are parties to the merger are Lou Sobh Automotive of Jax, Inc., a Florida corporation, and Sobh Jax Properties, L.L.C., a Florida limited liability company.

**SECOND:** Lou Sobh Automotive of Jax, Inc., a Florida corporation, shall be the surviving entity.


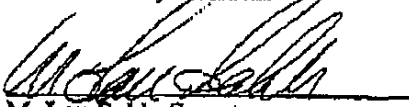
**THIRD:** The Agreement and Plan of Merger (the "Plan of Merger") was approved by the Board of Directors and Shareholder of Lou Sobh Automotive of Jax, Inc. by Unanimous Written Consent on December 20, 2007, and by Written Consent of the Manager and Member of Sobh Jax Properties, L.L.C. on December 20, 2007.

**FOURTH:** A copy of the Plan of Merger as approved by the Board of Directors and Shareholder of Lou Sobh Automotive of Jax, Inc. and by the Manager and Member of Sobh Jax Properties, L.L.C. is attached hereto as Exhibit A.

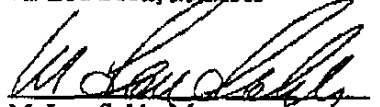
**FIFTH:** The effective date of the merger shall be the close of business on December 31, 2007.

So filed, this 21<sup>ST</sup> day of December, 2007.

LOU SOBH AUTOMOTIVE OF JAX, INC.

  
M. Lou Sobh, President  
M. Lou Sobh, Secretary

SOBH JAX PROPERTIES, LLC

  
M. Lou Sobh, Member  
M. Lou Sobh, Manager

## EXHIBIT A

December 20, 2007

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER made and entered into this 20<sup>th</sup> day of December, 2007 (the "Plan"), by and among Sobh Jax Properties, LLC, a limited liability company organized and existing under the laws of the State of Florida ("SJP"), Lou Sobh Automotive of Jax, Inc., a corporation organized and existing under the laws of the State of Florida ("Lou Sobh Honda"), and M. Lou Sobh, an individual resident of the State of Florida ("Lou Sobh").

WHEREAS, Lou Sobh Honda is wholly-owned by Lou Sobh; and

WHEREAS, Lou Sobh is the sole member of SJP; and

WHEREAS, Florida laws authorize a corporation to merge with a limited liability company; and

WHEREAS, Florida laws authorize a limited liability company to merge with a corporation; and

WHEREAS, the parties deem it advisable for Lou Sobh Honda and SJP to merge with Lou Sobh Honda being the surviving entity.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, it is hereby agreed as follows:

1. Merger. Sobh Jax Properties, LLC shall merge into Lou Sobh Automotive of Jax, Inc. with Lou Sobh Automotive of Jax, Inc. being the surviving entity. Lou Sobh Automotive of Jax, Inc. shall continue its existence as a corporation under the laws of the State of Florida. The parties hereto agree that this merger is in the best interest of both business entities.

2. Effective Date. This merger shall be effective as of the close of business December 31, 2007 (the "Effective Date").

3. Abandonment of Plan. Notwithstanding any other provisions herein, this Agreement and Plan of Merger may be abandoned by mutual consent of the parties hereto at any time prior to the Effective Date.

4. Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of Lou Sobh Automotive of Jax, Inc. shall remain the Articles of Incorporation and the By-Laws of the surviving entity until the same shall be altered, amended or repealed.

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5. Directors and Officers. The sole member of the Board of Directors of Lou Sobh Automotive of Jax, Inc. shall be M. Lou Sobh. The officers of the Corporation shall be as follows:

President	M. Lou Sobh
Vice-President	Jim Cunningham
Secretary	M. Lou Sobh
Treasurer	M. Lou Sobh

6. Effect of Merger. Upon the Effective Date, the separate existence of SJP shall cease and all of its properties, rights, privileges and franchises of whatever nature and description, including every action which SJP would have been capable of taking, shall be transferred to, vested in and evolved upon Lou Sobh Automotive of Jax, Inc. without any further act or deed. This merger shall be accomplished by SJP merging into Lou Sobh Automotive of Jax, Inc. with Lou Sobh Automotive of Jax, Inc. being the surviving entity. Notwithstanding this provision, confirmatory deeds, assignments and/or other instruments being desirable to evidence such a transfer or vesting of any property, right, privilege or franchise, may at any time, from time to time, be made and delivered in the name of SJP, by the last acting officers thereof or by the corresponding officers of Lou Sobh Automotive of Jax, Inc. Lou Sobh Automotive of Jax, Inc. shall be liable for all the debts and obligations of SJP and any claim existing or any action or proceeding pending by or against SJP may be prosecuted to judgment for a decree as if the above merger had not taken place or Lou Sobh Automotive of Jax, Inc. may be substituted as a party in place of SJP, and such judgment or decree against SJP, shall constitute a lien upon the property of Lou Sobh Automotive of Jax, Inc. The merger shall not impair in any way the rights of any creditors or liens upon the property of any entity that is a party to this merger.

7. Articles of Merger. The actions required to be done by the Florida Business Corporation Code in order to make the Agreement effective, including the filing of Articles of Merger shall be attended to by the proper officers of Lou Sobh Automotive of Jax, Inc. as soon as practical.

8. Ownership of Entities. On the Effective Date, all membership interests of Sobh Jax Properties, LLC shall, without any action of the holders thereof, be cancelled and of no further effect. The Shareholder of Lou Sobh Automotive of Jax, Inc. shall remain the Shareholder of the surviving entity.

9. Approval of Plan. This Agreement and Plan of Merger has been unanimously approved by the Member and Manager of SJP and by the Board of Directors and sole Shareholder of Lou Sobh Honda.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first written above.

"SJP"

SOBH JAX PROPERTIES, LLC

By:   
Title: Manager and Member

"LOU SOBH HONDA"

LOU SOBH AUTOMOTIVE OF JAX, INC.

By:   
Title: President

"LOU SOBH"

M. Lou Sobh

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