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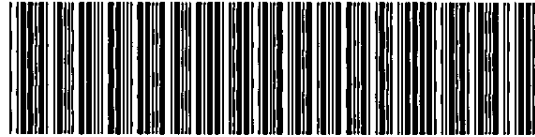
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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EXPIRATION DATE
04-04-07

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
07 APR -3 PM 3:41

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

07 APR -3 AM 10:57

Mexico

G. Goulette APR 04 2007



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 833136 7221335

AUTHORIZATION

[Handwritten Signature]

COST LIMIT \$ 78.75

ORDER DATE : April 3, 2007

ORDER TIME : 9:08 AM

ORDER NO. : 833136-005

CUSTOMER NO: 7221335

ARTICLES OF MERGER

PORT CITY PONTIAC-GMC TRUCKS,
INC.

INTO

AN DEALERSHIP HOLDING CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Cindy Harris EXT 2937

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF
PORT CITY PONTIAC-GMC TRUCKS, INC.
WITH AND INTO
AN DEALERSHIP HOLDING CORP.**

FILED
07 APR -3 PM 3:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AN Dealership Holding Corp., a Florida corporation, for the purpose of merging Port City Pontiac-GMC Trucks, Inc., a corporation formed under the laws of the State of Texas, with and into AN Dealership Holding Corp., pursuant to the provisions of Section 607.1109 of the Florida Statutes, hereby certifies that:

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

(i) Port City Pontiac-GMC Trucks, Inc., a Texas corporation (the "***Merging Entity***"),
and

(ii) AN Dealership Holding Corp., a Florida corporation (the "***Surviving Entity***").

Second: The Merging Entity is hereby merged with and into the Surviving Entity and the separate existence of the Merging Entity 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.

Third: The Agreement and Plan of Merger was duly adopted by the Board of Directors and sole shareholder of each of the Merging Entity and the Surviving Entity in accordance with the applicable laws of their respective state of incorporation.

Fourth: The Merger shall become effective April 4, 2007.

Fifth: The address of the Surviving Entity's principal office is: 110 SE 6th Street, 20th Floor, Fort Lauderdale, Florida 33301.

Sixth: 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 the Merging Entity.

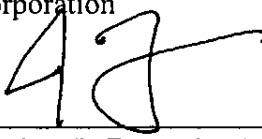
Seventh: The Surviving Entity agrees to promptly pay the dissenting shareholders of the Merging Corporation, the amount, if any, to which they are entitled under Florida Statutes Section 607.1302. There are no dissenting shareholder of the Merging Corporation, and there are no dissenting members of the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

EFFECTIVE DATE
04-04-07

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 1st day of April, 2007.

Merging Entity:

PORT CITY PONTIAC-GMC TRUCKS, INC.,
a Texas corporation

By: 
Jonathan P. Ferrando, Assistant Secretary

Surviving Entity:

AN Dealership Holding Corp.,
a Florida corporation

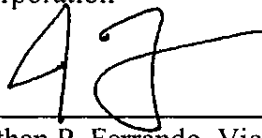
By: 
Jonathan P. Ferrando, Vice President

Exhibit A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated and effective as of the 1st day of April, 2007, by and between **PORT CITY PONTIAC-GMC TRUCKS, INC.**, a Texas corporation (the "Merging Corporation"), and **AN DEALERSHIP HOLDING CORP.**, a Florida corporation, (the "Surviving Corporation"), the Merging Corporation and the Surviving Corporation are collectively referred to herein as (the "Corporations").

W I T N E S S E T H :

WHEREAS, the Board of Directors of each of the Corporations has reviewed and considered the terms and provisions of this Agreement and the transactions contemplated hereby, including the merger (the "Merger") of the Merging Corporation with and into the Surviving Corporation, with the Surviving Corporation surviving and continuing following the Merger, and each has deemed such agreement and such transactions to be advisable and in the best interests of its shareholders, and submitted same for approval of the shareholders of each such corporation; and

WHEREAS, the shareholders of each of the Corporations, through action by written consent, have approved this Agreement and the Merger, upon the terms and conditions hereinafter set forth;

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, for and in consideration of the premises and the representations, warranties, mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

THE MERGER

(a) Subject to and in accordance with the provisions of this Agreement, the Articles of Merger shall be executed by the appropriate officer(s) of each of the Corporations. The Merger shall become effective at the time of effectiveness (the "Effective Date") specified herein. At the Effective Date, (i) the Merging Corporation shall be merged with and into the Surviving Corporation on the terms and in accordance with the provisions contained in this Agreement; (ii) the separate corporate existence of the Merging Corporation shall cease; (iii) the corporate existence of the Surviving Corporation shall survive and continue under the laws of the State of Florida after the Merger, unaffected and unimpaired by the Merger.

(b) If at any time after the Effective Date any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full title to all properties, assets and rights of the Corporations, the officers of the Corporations, or of each Corporation, as of the Effective Date shall take all such further action.

(c) At the Effective Date, all of the assets and properties of the Merging Corporation, whether real, personal, or mixed, and whether tangible or intangible, and all of the liabilities and obligations of the Merging Corporation, whether fixed or contingent, shall vest in the Surviving Corporation, without any further action of any of the Corporations, and after the Effective Date, the Surviving Corporation shall have all the rights, privileges, immunities and powers of a public as well as a private nature of the Merging Corporation. Additionally, all property, real, personal and mixed,

all debts due on whatever account, all choices in action, and all and every other interest of or belonging to or due to each of the constituent corporations hereby merged 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 Merging Corporation shall not revert or be in any way impaired by reason of this Merger.

ARTICLE II

TERMS OF CONVERSION AND EXCHANGE OF SHARES

At the Effective Date, (i) all of the issued and outstanding shares of capital stock of the Merging Corporation shall be surrendered to the Surviving Corporation and cancelled, and no shares of capital stock of the Surviving Corporation or other property will be issued in exchange therefor, and (ii) all of the outstanding shares of capital stock of the Surviving Corporation shall remain outstanding, and the current shareholder of the Surviving Corporation shall continue to own the same number of shares of the Surviving Corporation, as it did prior to the Effective Date.

ARTICLE III

SHAREHOLDER APPROVAL

The Merger contemplated by this Agreement has previously been submitted to and approved by the respective board of directors and shareholders of the Merging Corporation and the Surviving Corporation. The proper officers of the Merging Corporation and the Surviving Corporation 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.

ARTICLE IV

CERTIFICATE OF INCORPORATION AND BYLAWS

The Certificate of Incorporation of Surviving Corporation, as in effect immediately prior to the Effective Date, shall be and constitute the Amended and Restated Articles of Incorporation of the Surviving Corporation at the Effective Date, until thereafter amended in accordance with applicable law and the provisions contained within the Amended and Restated Articles of Incorporation of the Surviving Corporation.

The Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Date, shall be and constitute the Bylaws of the Surviving Corporation at the Effective Date, until thereafter amended in accordance with applicable law, the provisions contained within the Certificate of Incorporation and the provisions contained within the Bylaws of the Surviving Corporation.

ARTICLE V

DIRECTORS AND OFFICERS

The persons who are the duly elected or appointed directors and officers of the Surviving Corporation, as in effect immediately prior to the Effective Date, shall be and constitute the directors and officers, respectively, of the Surviving Corporation at the Effective Date, and shall hold their

respective directorships or offices as provided in the Certificate of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE VI

EFFECTIVE DATE OF THE MERGER

The Effective Date of the Merger shall be April 4, 2007, pursuant to the provisions of this Agreement and applicable law. The officers of each Corporation shall take such actions as are necessary to consummate the Merger, in accordance with the terms and conditions of this Agreement.

ARTICLE VII

MISCELLANEOUS

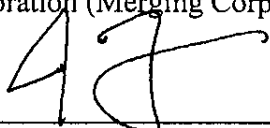
(a) This Agreement, shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

(b) The terms and conditions of the Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Corporation and the Surviving Corporation 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.

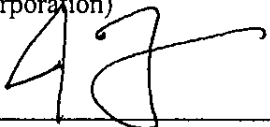
(c) This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall, taken together, constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger have caused them to be duly executed by their respective authorized officers as of the date first above written.

PORT CITY PONTIAC-GMC TRUCKS, INC., a
Texas corporation (Merging Corporation)

By: 
Name: Jonathan P. Ferrando
Title: Assistant Secretary and Authorized Signatory

AN DEALERSHIP HOLDING CORP., a Florida corporation
(Surviving Corporation)

By: 
Name: Jonathan P. Ferrando
Title: Vice President and Secretary