

P95000070674

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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WAIT

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MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____

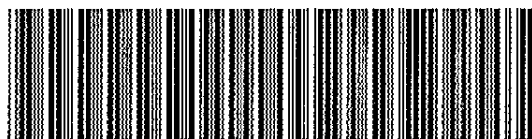
Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

RECEIVED
02 DEC 27 PM 1:29
DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Morgan



000009552780

12/27/02--01036--006 **70.00

12/27/02--01036--007 **8.75

EFFECTIVE DATE

12-31-02

FILED
02 DEC 27 PM 2:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T BROWN JAN - 2 2003

CT CORPORATION

December 27, 2002

Secretary of State, Florida
409 East Gaines Street
Tallahassee FL 32399

Re: Order #: 5754647 SO
Customer Reference 1: 504510
Customer Reference 2: TAX

Dear Secretary of State, Florida:

Please file the attached:

Autonation USA Corporation (FL)
Merger (Survivor)
Florida

Autonation USA Corporation (FL)
Obtain Document - Misc - Certified copy of Merger
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

CT CORPORATION

Sincerely,

Ashley A Mitchell
Fulfillment Specialist
Ashley_Mitchell@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

December 30, 2002

CT CORPORATION
660 E. JEFFERSON STREET
TALLAHASSEE, FL 32301

SUBJECT: AUTONATION USA CORPORATION
Ref. Number: P95000070674

RECEIVED
02 DEC 31 AM 11:13
DIVISION OF CORPORATION

We have received your document for AUTONATION USA CORPORATION and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

Florida law does not provide for the Secretary of State to serve as your registered agent. Please revise your document accordingly.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6869.

Teresa Brown
Document Specialist

Letter Number: 802A00067675

Fixed!
Please refile
+ back date!
ABM

ARTICLES OF MERGER
Merger Sheet

MERGING:

AUTONATION USA MERGER CORP., a Delaware entity not qualified in Florida

INTO

AUTONATION USA CORPORATION, a Florida entity, P95000070674

File date: December 27, 2002, effective December 31, 2002

Corporate Specialist: Teresa Brown

EFFECTIVE DATE
12-31-02

FILED
02 DEC 27 PM 2:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
AUTONATION USA MERGER CORP.
WITH AND INTO
AUTONATION USA CORPORATION

AutoNation USA Corporation, a corporation formed under the laws of the State of Florida, for the purpose of merging with AutoNation USA Merger Corp., a Delaware corporation, 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) AutoNation USA Merger Corp., a Delaware corporation (the "*Merging Entity*"), and
- (ii) AutoNation USA Corporation, 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 on December 1, 2002.

Fourth: The Merger shall become effective on December 31, 2002.

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 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.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed as of the 19th day of December, 2002.

Merging Entity:

AUTONATION USA MERGER CORP.,
a Delaware corporation

By: 
Jonathan P. Ferrando, Vice President

Surviving Entity:

AUTONATION USA CORPORATION
A Florida corporation

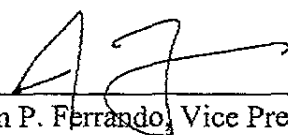
By: 
Jonathan P. Ferrando, Vice President

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 31st day of December, 2002, by and between **AUTONATION USA MERGER CORP.**, a Delaware corporation (the "Merging Corporation"), and **AUTONATION USA CORPORATION**, a Florida corporation, (the "Surviving Corporation"), the Merging Corporation and the Surviving Corporation are collectively referred to herein as (the "Corporations").

WITNESSETH:

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 to consummate the 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 California 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 they 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 Certificate of Incorporation of the Surviving Corporation at the Effective Date, until thereafter amended in accordance with applicable law and the provisions contained within the 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 December 31, 2002, 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 Delaware.

(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.

AUTONATION USA MERGER CORP., a Delaware corporation (Merging Corporation)

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

AUTONATION USA CORPORATION, a Florida corporation (Surviving Corporation)

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