

To: The Florida Dept. of State
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From: Ashley Smith

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Phone : (850) 222-1173
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MERGER OR SHARE EXCHANGE

NORTHEAST AUTOMOTIVE HOLDINGS, INC.

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ARTICLES OF MERGER (Profit Corporations)

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") entered into as of the 19th day of October, 2007, by and between Northeast Auto Acceptance Corp., a Florida corporation ("NEAC") and Northeast Automotive Holdings, Inc., a Nevada corporation ("NAHC").

WHEREAS, the Board of Directors of NEAC and NAHC have resolved that they be merged, pursuant to the Nevada Revised Statutes (the "Nevada Code") and Florida Statutes (the "Florida Law"), into a single corporation existing under the laws of the State of Nevada. NAHC shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation");

NOW, THEREFORE, in consideration of the covenants and agreements herein made, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Merger.** NEAC shall be, at the Effective Date (as defined), merged into NAHC (the "Merger"), and NAHC shall be the Surviving Corporation. The parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

2. Filings; Effects of Merger.

2.1 **Filing of Articles of Merger; Effective Date.** Authorized officers of the respective parties shall make and execute Certificates of Merger and shall cause such documents to be filed with the State of Nevada and the State of Florida, respectively, in accordance with the Nevada Code and the Florida Statutes. The Merger shall become effective on the date on which the Merger becomes effective under the Nevada Code or the date on which the Merger becomes effective under the Florida Statutes, whichever occurs later, which date is herein referred to as the "Effective Date."

2.3 **Certain Effects of Merger.** On the Effective Date, the separate existence of NEAC shall cease, and NEAC shall be merged into NAHC which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, duties and liabilities of NEAC; and all and singular, the rights, privileges, powers, and franchises of NEAC, and all property, real, personal, and mixed, and all debts due to NEAC on whatever account, as well as stock subscriptions, liens and all other things in action or belonging to NEAC, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of NEAC,

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any other jurisdiction, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of NEAC shall be preserved, unimpaired, and all debts, liabilities, and duties of NEAC shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of NEAC or the corresponding officers of the Surviving Corporation, may, in the name of NEAC execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all NEAC's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation; Certificate of Incorporation; Bylaws; Directors; Officers.

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be Northeast Automotive Holdings, Inc.

3.2 Articles of Incorporation. The Articles of Incorporation of NEAH in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

3.3 Bylaws. The Bylaws of NEAH as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Bylaws of the Surviving Corporation until amended as provided therein.

3.4 Directors and Officers. At the Effective Date of the Merger, the officers of NEAC in office at the Effective Date of the Merger shall become the officers of the Surviving Corporation, and the directors of the Surviving Corporation shall remain unchanged by this Agreement, except as may be determined by the shareholders of the Surviving Corporation.

4. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of NEAC and the nature and amount of securities of NEAH which the holders of shares of NEAC common stock are to receive in exchange for such shares are as follows:

4.1 NEAC Common Stock. Each one share of NEAC common stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one (1) fully paid share of NEAH common stock, and outstanding certificates representing shares of NEAC common stock shall thereafter represent shares of NEAH common stock. Such certificates may, but need not be, exchanged by the

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holders thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

4.2 Other Rights. Any other right, including warrants, by contract or otherwise, to acquire shares of the NEAC's common stock outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a right to acquire, upon the same terms and conditions, the number of shares of the Surviving Corporation's common stock which is equal to the number of shares of the NEAC's common stock that the right holder would have received had the right holder exercised such right in full immediately prior to the Effective Date of the Merger (whether or not such right was then exercisable) and the exercise price per share under each of said rights shall be equal to the exercise price per share thereunder immediately prior to the Effective Date of the Merger, unless otherwise provided in the agreement granting such right.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

NORTHEAST AUTO ACCEPTANCE CORP.

By: /s/ William Solko

Name: William Solko
Title: President

NORTHEAST AUTOMOTIVE HOLDINGS, INC.

By: /s/ William Solko

Name: William Solko
Title: President

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