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TALLAHASSEE, FLORIDA

DEC 22 2016


T. LEMIEUX

Murger

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 432077 7221335

AUTHORIZATION : 

COST LIMIT : \$ 70.00

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ORDER DATE : December 20, 2016

ORDER TIME : 10:19 AM

ORDER NO. : 432077-005

CUSTOMER NO: 7221335  
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ARTICLES OF MERGER

CARLSBAD CAR COUNTRY, LLC

INTO

AN MOTORS OF FT. LAUDERDALE,  
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF MERGER  
OF  
CARLSBAD CAR COUNTRY, LLC  
WITH AND INTO  
AN MOTORS OF FT. LAUDERDALE, INC.**

Pursuant to the provisions of Section 607.1109 of the Florida Statutes, the following Articles of Merger are submitted to merge Carlsbad Car County, LLC, a Delaware limited liability company, with and into AN Motors of Ft. Lauderdale, Inc., a Florida profit corporation.

**FIRST:** The name of the surviving corporation is AN Motors of Ft. Lauderdale, Inc., a Florida domestic corporation (the "Surviving Entity").

**SECOND:** The jurisdiction in which the Surviving Entity was formed is Florida.

**THIRD:** The name of the limited liability company being merged into the Surviving Entity is Carlsbad Car Country, LLC, a Delaware limited liability company (the "Merging Entity").

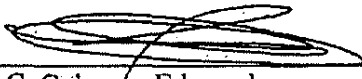
**FOURTH:** The agreement and plan of merger is set forth in the attached Agreement and Plan of Merger of even date herewith between the Merging Entity and the Surviving Entity (the "*Agreement and Plan of Merger*").

**FIFTH:** The Agreement and Plan of Merger was adopted by the sole member and the Board of Managers of the Merging Entity and the sole shareholder and Board of Directors of the Surviving Entity by Unanimous Written Consent of even date herewith executed by the sole member and the Board of Managers of the Merging Entity and the sole shareholder and Board of Directors of the Surviving Entity.

**IN WITNESS WHEREOF**, the Surviving Entity and the Merging Entity have caused these Articles of Merger to be signed by its authorized officer as of the 20<sup>th</sup> day of December, 2016.

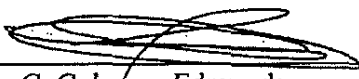
**SURVIVING ENTITY:**

AN MOTORS OF FT. LAUDERDALE, INC., a  
Florida corporation

By:   
Name: C. Coleman Edmunds  
Title: Assistant Secretary

**MERGING ENTITY:**

CARLSBAD CAR COUNTRY, LLC, a Delaware  
limited liability company

By:   
Name: C. Coleman Edmunds  
Title: Assistant Secretary

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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## **AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER** (the "Agreement"), dated and effective as of the 20<sup>th</sup> day of December, 2016, by and between CARLSBAD CAR COUNTRY, LLC., a Delaware limited liability company (the "Merging Entity"), and AN MOTORS OF FT. LAUDERDALE, INC., a Florida corporation, (the "Surviving Entity"), the Merging Entity and the Surviving Entity are collectively referred to herein as the "Companies").

### **WITNESSETH:**

**WHEREAS**, the Board of Managers of the Merging Entity and the Board of Directors of the Surviving Entity have reviewed and considered the terms and provisions of this Agreement and the transactions contemplated hereby, including the merger (the "Merger") of the Merging Entity with and into the Surviving Entity, with the Surviving Entity 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 sole member/shareholder, respectively, and submitted same for approval of the sole member/shareholder, respectively, of the Companies; and

**WHEREAS**, the sole member of the Merging Entity and the sole shareholder of the Surviving Entity, 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 and the Certificate of Merger, to consummate the Merger, this Agreement shall be executed by the appropriate officer(s) of each of the Companies. The Merger shall become effective at the time of effectiveness (the "Effective Time") specified herein. At the Effective Time, (i) Merging Entity shall be merged with and into Surviving Entity on the terms and in accordance with the provisions contained in this Agreement; (ii) the separate corporate existence of Merging Entity shall cease; (iii) the corporate existence of Surviving Entity 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 Time any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Entity with full title to all properties, assets and rights of the Companies, the officers of the Companies, or of each Company, as of the Effective Time shall take all such further action.

(c) At the Effective Time, all of the assets and properties of Merging Entity, whether real, personal, or mixed, and whether tangible or intangible, and all of the liabilities and obligations of Merging Entity, whether fixed or contingent, shall vest in the Surviving Entity, without any further action of any of the Companies, and after the Effective Time, the Surviving Entity shall have all the

rights, privileges, immunities and powers of a public as well as a private nature of Merging Entity. Additionally, all property, real, personal and mixed, all debts due on whatever account, all choses in action, and all and every other interest of or belonging to or due to each of the constituent companies hereby merged shall be taken and deemed to be transferred to and vested in Surviving Entity without further act or deed, and the title to any real estate, or any interest therein, vested in Merging Entity 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 Time, (i) all of the issued and outstanding membership interests of Merging Entity shall be surrendered and cancelled, and no membership interests of the Surviving Entity or other property will be issued in exchange therefor, and (ii) all of the outstanding shares of the Surviving Entity shall remain outstanding, and the current shareholder(s) of the Surviving Entity shall continue to own the same number of shares of the Surviving Entity, and in the same proportions, as they did prior to the Effective Time.

## **ARTICLE III**

### **APPROVAL**

The Merger contemplated by this Agreement has previously been submitted to and approved by the Board of Managers and sole member of the Merging Entity and the Board of Directors and sole shareholder of the Surviving Entity. The proper officers of Merging Entity and the Surviving Entity 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 the this Agreement.

## **ARTICLE IV**

### **CHARTER DOCUMENTS**

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

The bylaws of the Surviving Entity, as in effect immediately prior to the Effective Time, shall be and constitute the bylaws of the Surviving Entity at the Effective Time, until thereafter amended in accordance with applicable law, the provisions contained within the Articles of Incorporation and the provisions contained within the bylaws of Surviving Entity.

## **ARTICLE V**

### **MANAGERS AND OFFICERS**

The persons who are the duly elected or appointed directors and officers of Surviving Entity, as in effect immediately prior to the Effective Time, shall be and constitute the directors and officers,

respectively, of the Surviving entity at the Effective Time, and shall hold their respective offices as provided in the Articles of Incorporation and the bylaws of the Surviving Entity.

## **ARTICLE VI**

### **EFFECTIVE TIME OF THE MERGER**

The Effective Time of the Merger shall be the day on which the Articles of Merger are filed with the Secretary of State of the State of Florida, pursuant to the provisions of this Agreement and applicable law. The officers of the Merging Entity and Surviving Entity 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 Florida.

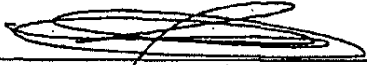
(b) The terms and conditions of the Agreement are solely for the benefit of the parties hereto and the sole member of the Merging Entity and the sole shareholder of the Surviving Entity and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either 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.

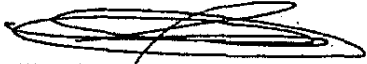
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**IN WITNESS WHEREOF**, the parties to this Agreement and Plan of Merger have caused them to be duly executed by their respective authorized officers as of the date first above written.

**CARLSBAD CAR COUNTRY, LLC,**  
a Delaware limited liability company

By:   
Name: C. Coleman Edmunds  
Title: Assistant Secretary

**AN MOTORS OF FT. LAUDERDALE, INC.,**  
a Florida corporation

By:   
Name: C. Coleman Edmunds  
Title: Assistant Secretary