

P97000031152

GILES & ROBINSON, P. A.

ATTORNEYS AT LAW

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July 17, 1998

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-07/20/98-01096-011
****122.50 ****122.50

Corporate Records Bureau
Division of Corporations
Department of State
409 E. Gaines Street
Tallahassee, Florida 32301

Re: Merger of Orlando Car Rental, Inc. into First Line Auto
Sales, Inc.

Gentlemen:

I am enclosing the original and one copy of the Articles of
Merger along with a copy of the Plan of Merger for the merger of
Orlando Car Rental, Inc. into First Line Auto Sales, Inc. I am
also enclosing this firm's check in the amount of \$122.50 to cover
the following costs:

| <u>Item</u> | <u>Amount</u> |
|---------------------|---------------|
| Filing Fee | \$70.00 |
| (\$35.00 per party) | |
| Certified Copy Fee | 52.50 |
| TOTAL | \$122.50 |

FILED
98 JUL 20 AM 9:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

After the merger has been filed, please return the certified
copy to my office by regular mail.

If you should have any questions, please contact my office.

Sincerely,

GILES & ROBINSON, P.A.

Ann Brookhouse for

John J. Reid

JJR/ab
enclosure
cc: Jason D. Groves
Gregory M. White, CPA

merged

FILED JUL 22 1998

ARTICLES OF MERGER
Merger Sheet

MERGING:

ORLANDO CAR RENTAL, INC., a Florida corporation, P9800002667

INTO

FIRST LINE AUTO SALES, INC. which changed its name to

ORLANDO CAR RENTAL, INC., a Florida corporation, P97000031152

File date: July 20, 1998

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER

BETWEEN

ORLANDO CAR RENTAL, INC
(a Florida corporation)

AND

FIRST LINE AUTO SALES, INC.
(a Florida corporation)

FILED
98 JUL 20 AM 9:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105, Florida Statutes, these Articles of Merger provide that:

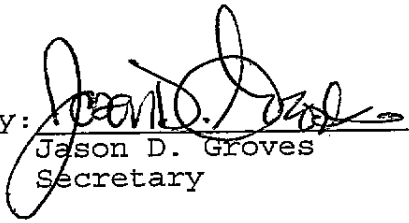
1. Orlando Car Rental, Inc., a Florida corporation ("Orlando Car Rental") shall be merged with and into First Line Auto Sales, Inc. ("First Line Auto Sales") and First Line Auto Sales shall be the surviving corporation.

2. First Line Auto Sales (the surviving corporation) shall continue its corporate existence pursuant to the laws of Florida under the name of Orlando Car Rental, Inc.

2. The Merger shall become effective as of the filing of these Articles of Merger with the Secretary of State of Florida (the "Effective Time").

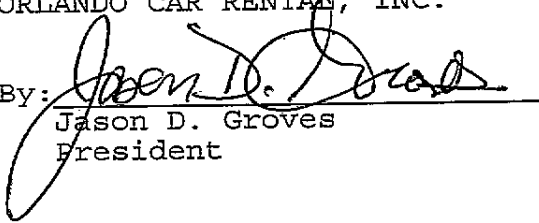
3. The Agreement and Plan of Merger dated 7-17-1998, pursuant to which Orlando Car Rental shall be merged with and into First Line Auto Sale (the "Merger"), was unanimously adopted by the shareholders and directors of Orlando Car Rental by resolutions adopted on 7-17-98, and by the shareholders and directors of First Line Auto Sales by resolutions adopted 7-17-1998.

Attested by:

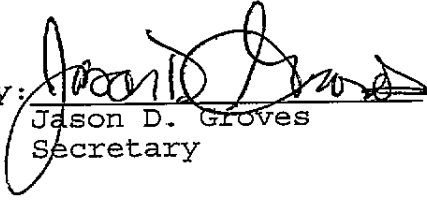

Jason D. Groves
Secretary

ORLANDO CAR RENTAL, INC.

By:

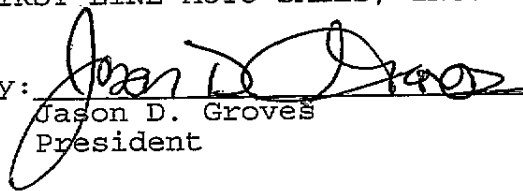

Jason D. Groves
President

Attested by:


Jason D. Groves
Secretary

FIRST LINE AUTO SALES, INC.

By:


Jason D. Groves
President

(a) each issued and outstanding share of the capital stock of Orlando Car Rental shall be canceled, and

(b) each issued and outstanding share of the capital stock of First Line Auto Sales shall be canceled; and

(c) the sole shareholder of both corporations shall be issued a new stock certificate for 1,000 shares titled in the new name of the Surviving Corporation.

6. The Articles of Incorporation of First Line Auto Sales in effect immediately prior to the Effective time shall continue, and shall be the articles of incorporation of the Surviving Corporation except that:

(a) Article I shall be amended to read as follows:

"The name of the corporation is: Orlando Car Rental, Inc."; and


(b) Article V shall be amended to read as follows:

"The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 10,000 shares of common stock, having a par value of \$1.00 per share."


7. This document may be executed in one or more counterparts, a complete set of which shall constitute the original.

ORLANDO CAR RENTAL, INC.

Attested by:



Jason D. Groves
Secretary

By:

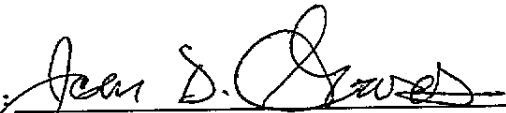

Jason D. Groves
President

FIRST LINE AUTO SALES, INC.

Attested by:


Jason D. Groves
Secretary

By:


Jason D. Groves
President

AGREEMENT AND PLAN OF MERGER

BETWEEN

ORLANDO CAR RENTAL, INC.
(a Florida corporation)

AND

FIRST LINE AUTO SALES, INC.
(a Florida corporation)

Agreement and Plan of Merger dated 7-17-1998,
1998, between Orlando Car Rental, Inc., a Florida corporation,
("Orlando Car Rental") and First Line Auto Sales, Inc., a Florida
corporation, ("First Line Auto Sales").

AGREEMENT

In consideration of the mutual covenants set forth in this
Agreement, the parties agree as follows:

1. In accordance with the provisions of this Agreement and
the Florida Business Corporation Act, at the Effective Time (as
defined below), Orlando Car Rental shall be merged with and into
First Line Auto Sales (the "Merger"), the separate and corporate
existence of Orlando Car Rental shall cease, and First Line Auto
Sales (the "Surviving Corporation") shall continue its corporate
existence pursuant to the laws of Florida under the name of ORLANDO
CAR RENTAL, INC., (Orlando Car Rental and First Line Auto Sales are
collectively referred to as the "Constituent Corporations".)

2. The Merger shall become effective as of the filing of the
Articles of Merger with the Secretary of State of Florida
("Effective Time").

3. The Surviving Corporation shall possess and retain every
interest in all assets and property of every description. The
rights, privileges, immunities, powers, franchises and authority,
of a public as well as private nature of each of the Constituent
Corporations shall be vested in the Surviving Corporation without
further act or deed. The title to and any interest in all real
estate vested in either of the Constituent Corporations shall not
revert or in any way be impaired by reason of the Merger.

4. All obligations belonging to or due to each of the
Constituent Corporations shall be vested in the Surviving
Corporation without further act or deed, and the Surviving
Corporation shall be liable for all of the obligations of each of
the Constituent Corporations existing as of the Effective Time.

5. At the Effective Time, by virtue of the Merger without
any action on the part of the parties otherwise;

STATE OF FLORIDA

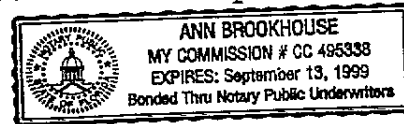
COUNTY OF ORANGE

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Jason D. Groves, as president of Orlando Car Rental, Inc., who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of July, 1998.

Ann Brookhouse
Notary Public

My Commission Expires:



STATE OF FLORIDA

COUNTY OF Orange

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Jason D. Groves, as president of First Line Auto Sales, Inc., who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of July, 1998.

Ann Brookhouse
Notary Public

My Commission Expires:

