

PA7000106130

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DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

02 DEC 23 PM 12:21

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FILED  
02 DEC 27 PM 4:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

12/27/02  
mayer  
38

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

FLAMINGO FORD, INC., a Florida corp., P98000018889

INTO

**COURTESY FORD, INC.**, a Florida entity, P97000106130.

File date: December 27, 2002

Corporate Specialist: Susan Payne

CT CORPORATION

December 23, 2002

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

Re: Order #: 5752464 SO  
Customer Reference 1:  
Customer Reference 2:

Dear Secretary of State, Florida:

Please file the attached:

Courtesy Ford, Inc. (FL)  
Merger (Survivor)  
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.

Sincerely,

Jeffrey J Netherton  
Sr. Fulfillment Specialist  
Jeff\_Netherton@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 26, 2002

CT Corporation System

Tallahassee, FL

SUBJECT: COURTESY FORD, INC.  
Ref. Number: P97000106130

RECEIVED  
02 DEC 27 PM 2:40  
DEPT. OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

We have received your document for COURTESY FORD, INC. and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The merging corp., FLAMINGO FORD, INC. was administratively dissolved on October 4, 2002 for failure to file the 2002 UBR. It would have to reinstate before it can be merged. Enclosed is a reinstatement application. The fee to reinstate through December 31, 2002 is \$750. Please return the reinstatement and merger together to my attention.

Please return a copy of this letter along with your document to ensure proper handling.

If you have any questions concerning this matter, please either respond in writing or call (850) 245-6901.

Susan Payne  
Senior Section Administrator

Letter Number: 702A00067378

*Please  
refile  
+ backdate  
if possible.  
Thurs!  
Ash*

FILE  
SECOND  
ALERT

ARTICLES OF MERGER  
OF  
FLAMINGO FORD, INC.  
a Florida corporation  
INTO  
COURTESY FORD, INC.  
a Florida corporation

FILED  
02 DEC 27 PM 4:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned corporation, hereby files this Articles of Merger executed this 18<sup>th</sup> day of December, 2002, in accordance with the Florida Business Corporation Act (the "Act").

1. The name of the surviving corporation of the merger is Courtesy Ford, Inc., a Florida corporation (the "Corporation").
2. The name and state of incorporation of each merging corporation is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Flamingo Ford, Inc.	Florida
Courtesy Ford, Inc.	Florida

3. The Plan of Merger is attached as Exhibit A and incorporated by reference herein.
4. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.
5. The Plan of Merger was adopted by the shareholders of the surviving corporation on December 18, 2002.
6. The Plan of Merger was adopted by the shareholders of the merging corporation on December 18, 2002.

IN WITNESS WHEREOF, these Articles of Merger have been signed by a duly authorized officer of the merging and surviving corporation and attested by its respective corporate secretary, all as of the first date written above.

COURTESY FORD, INC., a Florida corporation

ATTEST:

Beth Sibley  
Beth Sibley, Corporate Secretary

H. Clifford Buster III  
H. Clifford Buster III, Vice President

FLAMINGO FORD, INC., a Florida corporation

ATTEST:

Beth Sibley  
Beth Sibley, Corporate Secretary

H. Clifford Buster III  
H. Clifford Buster III, Vice President

## AGREEMENT AND PLAN OF MERGER

This Plan of Merger ("Plan") is entered into this 18<sup>th</sup> day of December, 2002, by and between Flamingo Ford, Inc., a Florida corporation ("Flamingo") and Courtesy Ford, Inc., a Florida corporation ("Courtesy") in compliance with section 607.1101 of the Florida Business Corporation Act ("FBCA").

### RECITALS:

WHEREAS, the authorized capital stock of Flamingo consists of One Thousand (1,000) shares of common stock, one cent (\$.01) par value per share (the "Flamingo Common Stock"), of which One Thousand (1,000) shares are issued and outstanding;

WHEREAS, the authorized capital stock of Courtesy consists of One Thousand (1,000) shares of common stock, one dollar (\$1.00) par value per share (the "Courtesy Common Stock"), of which One Thousand (1,000) shares are issued and outstanding;

WHEREAS, the respective boards of directors and shareholders of Flamingo and Courtesy deem it desirable and in the best interests of the respective corporations that the two corporations merge into a single corporation (the "Merger"), and pursuant to resolutions duly adopted, such boards of directors and shareholders have further unanimously approved and adopted this Plan;

WHEREAS, Courtesy agrees to file, or cause to be filed, all returns required of Flamingo and does assume the liability for and guarantee the payment of all taxes accrued and owing by Flamingo.

WHEREAS, Flamingo and Courtesy desire to effect a merger whereby Flamingo will be merged with and into Courtesy (Courtesy, in its capacity as the surviving corporation in the Merger is sometimes referred to herein as the "Surviving Corporation") and the outstanding shares of Flamingo Common Stock will, by virtue of the Merger and without any action on the part of the holder thereof, automatically be cancelled and all shares of Flamingo Common Stock then held in treasury shall cease to exist and Courtesy will not make any new issuances of securities. There will be no substantive effect to the shareholder of Courtesy or Flamingo.

NOW, THEREFORE in consideration of the recitals stated above and the mutual promises herein contained, the parties agree that Flamingo shall merge with and into Courtesy, with Courtesy to be the surviving corporation, upon the following terms and conditions:

1. Merger and Effective Time. In accordance with the respective provisions of the FBCA and subject to the terms and conditions of this Plan, Flamingo shall be merged with and into Courtesy effective December 18, 2002, or such later date as the Articles of Merger, executed, adopted and approved in accordance with the FBCA shall have been filed with the Department of State of Florida. (the "Effective Time"). Following the Merger, the Surviving Corporation shall continue to be governed by the laws of the State of Florida, and the actions described above shall be conclusive evidence, for all purposes of this Plan, of compliance with all conditions precedent. The Board of Directors of Flamingo or Courtesy may, upon written notice to the other party, abandon this Plan either before or after shareholder approval if circumstances arise which in the opinion of the respective Board of Directors make it inadvisable to proceed.

2. Effect of Merger. Except as may otherwise be set forth herein, at the Effective Time the separate corporate existence of Flamingo shall cease, and in accordance with the terms of this Plan the Surviving Corporation shall continue with 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 and duties of both Flamingo and Courtesy; and all and singular, all property, real, personal and mixed, belonging to both Flamingo and Courtesy, and all debts due to either Flamingo or Courtesy on

whatever account, for stock subscriptions as well as all other things in action, shall be vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall thereafter be as effectually the property of the Surviving Corporation as they were of Flamingo and Courtesy; and the title to any real estate or interest therein, vested by deed or otherwise in either Flamingo or Courtesy, shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of both Flamingo and Courtesy, and any claim existing or action or proceeding pending by or against either Flamingo or Courtesy may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either Flamingo or Courtesy shall be impaired by the Merger, and all debts, liabilities and duties of both Flamingo and Courtesy 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. If at any time the Surviving Corporation shall deem or be advised that any further transfers, assignments, conveyances, assurances in law or other acts or things are necessary or desirable to vest or confirm in the Surviving Corporation the title to any property or assets of either Flamingo or Courtesy, both Flamingo and Courtesy and its proper officers and directors shall execute and deliver any and all such property transfers, assignments, conveyances and assurances in law, and shall do all other acts and things as are necessary or proper to vest or confirm title to such property and assets in the Surviving Corporation and to otherwise carry out the purposes and intent of this Plan.

3. Certificate of Incorporation of Surviving Corporation. At the Effective Time, the Certificate of Incorporation of Courtesy shall remain the Certificate of Incorporation of the Surviving Corporation.

4. Bylaws of Surviving Corporation. At the Effective Time, the Bylaws of Courtesy shall remain the Bylaws of the Surviving Corporation.

5. Directors and Officers. The officers of Courtesy in office at the Effective Time shall be the officers of the Surviving Corporation, and shall hold office for the terms for which they have been elected or until their successors are duly elected and qualified pursuant to the Bylaws of the Surviving Corporation. The Directors of the Surviving Corporation shall be as follows:

Scott L. Thompson  
J. Brooks O'Hara

Such Directors shall hold office until the next annual shareholder's meeting for directors or until their successors are duly elected and qualified pursuant to the Bylaws of the Surviving Corporation.

6. Conversion of Stock Upon Merger. The manner of converting the shares of Flamingo Common Stock outstanding immediately prior to the Effective Time shall be as follows:

6.1 Flamingo Common Stock. Each share of Flamingo Common Stock which shall be outstanding on the effective date of this merger, and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be cancelled and all shares of Flamingo Common Stock then held in treasury shall cease to exist and Courtesy will not make any new issuances of securities. There will be no substantive effect to the shareholder of Courtesy or Flamingo.

6.2 Courtesy Common Stock. Each share of Courtesy Common Stock, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

7. Filing Certificate of Merger. When all required approvals have been received, the President of the Surviving Corporation is hereby authorized to sign the Articles of Merger, and the Secretary or Assistant Secretary is authorized to attest the same, and both are hereby authorized and directed to file such Articles with the Department of State of Florida, all in accordance with such provisions as may be required by applicable Florida law.

8. Responsibility for Taxes. The parties agree that Courtesy shall be the sole responsible party for payment of any fees, income, franchise or other taxes for Flamingo and Courtesy.

IN WITNESS WHEREOF each of the parties have caused this Plan to be executed as of the date first above written.

FLAMINGO FORD, INC., a Florida corporation

By: H. Clifford Buster III  
H. Clifford Buster III, Vice President

COURTESY FORD, INC., a Florida corporation

By: H. Clifford Buster III  
H. Clifford Buster III, Vice President

**CERTIFICATE OF SECRETARY  
OF  
FLAMINGO FORD, INC.**

I, Beth Sibley, Secretary of Flamingo Ford, Inc., a Florida corporation, ("Flamingo"), hereby certify, that the foregoing Plan dated December 18, 2002, between Flamingo and Courtesy Ford, Inc., a Florida corporation, was duly adopted by the shareholders of Flamingo in accordance with the Florida Business Corporation Act.


Executed this 18<sup>th</sup> day of December, 2002.

  
\_\_\_\_\_  
Beth Sibley, Secretary

**CERTIFICATE OF SECRETARY  
OF  
COURTESY FORD, INC.**

I, Beth Sibley, Secretary of Courtesy Ford, Inc., a Florida corporation, ("Courtesy"), hereby certify, that the foregoing Plan dated December 18, 2002, between Courtesy and Flamingo Ford, Inc., a Florida corporation, was duly adopted by the shareholders of Courtesy in accordance with the Florida General Corporation Act.

Executed this 18<sup>th</sup> day of December, 2002.

  
\_\_\_\_\_  
Beth Sibley, Secretary