

S11276



ACCOUNT NO. : 072100000032

REFERENCE : 821588 82576A

AUTHORIZATION : *Patricia Pigito*

COST LIMIT : \$ 113.75

FILED
00 SEP -7 PM 2:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : September 6, 2000

ORDER TIME : 10:55 AM

ORDER NO. : 821588-005

CUSTOMER NO: 82576A

200003385602--0

CUSTOMER: John B. Ritch, Esq
Overstreet Miles Ritch &
100 Church Street

Kissimmee, FL 34741

ARTICLES OF MERGER

STARLING PONTIAC-GMC-BUICK, INC,
AND
STARLING CHEVROLET, INC.

INTO

HOLIDAY CHEVROLET-GEO-
OLDSMOBILE, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY

Merger + NC.
G. COULLETTE SEP 15 2000

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS: _____

RECEIVED
00 SEP -7 PM 1:42
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

STARLING PONTIAC-BUICK-GMC, INC., a Florida corporation, V32606
STARLING CHEVROLET INC., a Florida corporation, 231006

INTO

HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. which changed its name to
HOLIDAY CHEVROLET-OLDSMOBILE, INC., a Florida entity, S11276

File date: September 7, 2000

Corporate Specialist: Cheryl Coulliette



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

September 8, 2000

CSC

TALLAHASSEE, FL

SUBJECT: STARLING PONTIAC-BUICK-GMC, INC.
Ref. Number: V32606

RESUBMIT

Please give original
submission date as file date.

9/7/2000

We have received your document for STARLING PONTIAC-BUICK-GMC, INC. and the authorization to debit your account in the amount of \$113.75. However, the document has not been filed and is being returned for the following:

The corporation name above must be shown exactly as we have it on our records in your document. Please correct in all place this name is showing and return for filing.

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) 487-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 900A00047560

RECEIVED
00 SEP 15 AM 11:43
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER OF STARLING PONTIAC-BUICK-GMC,
AND STARLING CHEVROLET, INC., WITH AND INTO
HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC.

FILED
00 SEP -7 PM 2:45
TALAHASSEE, FLORIDA
SECRETARY OF STATE

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act for the purpose of merging STARLING PONTIAC-BUICK-GMC, INC., a Florida corporation and STARLING CHEVROLET, INC., a Florida corporation, with and into HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC., a Florida corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Starling Pontiac-Buick-GMC, Inc.	Florida
Starling Chevrolet, Inc.	Florida
Holiday Chevrolet-GEO-Oldsmobile, Inc.	Florida

2. The name which the Surviving Corporation is to have after the merger will be HOLIDAY CHEVROLET-OLDSMOBILE, INC.

3. This merger is permitted under the laws of the State of Florida. STARLING PONTIAC-BUICK-GMC, INC. and STARLING CHEVROLET, INC. and HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. have complied with the applicable provisions of the laws of the State of Florida.

4. The AGREEMENT AND PLAN OF MERGER OF STARLING PONTIAC-BUICK-GMC, INC., STARLING CHEVROLET, INC. AND HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit A attached hereto and incorporated herein by reference.

5. The Board of Directors of HOLIDAY CHEVROLET-OLDSMOBILE, INC., the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on August 31, 2000, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of STARLING PONTIAC-BUICK-GMC, INC. approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on August 31, 2000, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of STARLING CHEVROLET, INC. approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on August 31, 2000, and directed that such document be submitted to a vote of its shareholders. The shareholders of STARLING PONTIAC-BUICK-GMC, INC., STARLING CHEVROLET, INC. and HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by unanimous vote on August 31, 2000, in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT PLAN OF MERGER were as follows:

Name of Corporation	Number of Shares Outstanding	Number of Shares Entitled to Vote
Starling Pontiac- Buick - GMC, Inc.	10,000 shares of \$5 par value common stock ("SPGB Common")	10,000
Starling Chevrolet, Inc.	168 shares of \$100 par value common stock ("SC Common")	168
Holiday Chevrolet-GEO-Oldsmobile, Inc.	200 shares of \$1 par value common stock ("HCGO Common")	200

There were no shares of STARLING PONTIAC-BUICK-GMC, INC., STARLING CHEVROLET, INC. or HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the AGREEMENT AND PLAN OF MERGER were as follows:

Name of Corporation	Total Shares Voted For	Total Shares Voted Against
Starling Pontiac- Buick - GMC, Inc.	10,000 Common	None
Starling Chevrolet, Inc.	168 Common	None
Holiday Chevrolet-GEO-Oldsmobile, Inc.	200 Common	None

8. The Articles of HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. will not be amended in conjunction with the merger except to change the name of the corporation as the surviving corporation to HOLIDAY CHEVROLET-OLDSMOBILE, INC.

9. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective upon filing the Articles of Merger with the Florida Department of State, pursuant to Section 607.1105 of the Florida Business

Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary of STARLING PONTIAC-BUICK-GMC, INC., by the President and Secretary of STARLING CHEVROLET, INC., and by the President and Secretary of HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. each thereunto duly authorized, as of the 31st day of August, 2000.

STARLING PONTIAC-BUICK-GMC, INC.

(CORPORATE SEAL)

By: Alan C. Starling
Alan C. Starling, President

ATTEST:

Lucy S. Schoff
Lucy S. Schoff, Secretary

STARLING CHEVROLET, INC.

(CORPORATE SEAL)

By: Alan C. Starling
Alan C. Starling, President

ATTEST:

Lucy S. Schoff
Lucy S. Schoff, Secretary

HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC.

(CORPORATE SEAL)

By: Alan C. Starling
Alan C. Starling, President

ATTEST:

Lucy S. Schoff
Lucy S. Schoff, Secretary

AGREEMENT AND PLAN OF MERGER OF
STARLING PONTIAC-BUICK-GMC, INC. AND STARLING CHEVROLET, INC.
WITH AND INTO HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of August 31st, 2000, by and between STARLING PONTIAC-BUICK-GMC, INC. ("SPBG") AND STARLING CHEVROLET, INC. ("SC"), corporations organized and existing under the laws of the State of Florida (SPBG and SC being hereinafter sometimes referred to as the "Merging Corporations") and HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. ("HCGO"), a corporation organized and existing under the laws of the State of Florida (HCGO being hereinafter sometimes referred to as the "Surviving Corporation"), said three corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the interest of the Constituent Corporations that SPBG and SC be merged with and into HCGO, with HCGO being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein:

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 SPBG and SC shall be merged with and into HCGO in accordance with the laws of the State of Florida. The separate corporate existence of SPBG and SC shall thereby cease, and HCGO shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "Holiday Chevrolet Oldsmobile, Inc."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporations shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers, and franchises of the Merging Corporations, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporations and all debts (other than those described in 1.5 below) due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and

franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporations.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such Corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against said corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporations. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

1.5 The assumption of the shareholder debt of the Merging Corporations by the Surviving Corporation shall not be considered part of the consideration for the Merging Corporations stock surrendered in this merger and no part of said debt shall be considered satisfied by part of the Surviving Corporation stock received in this merger. The assumption of the Merging Corporations shareholder debt by the Surviving Corporation shall not change any terms of such debt and shall be considered an assumption of the debt. The assumption of the shareholder debt shall not be considered an exchange of debt.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon filing the Articles of Merger with the Florida Department of State, pursuant to Section 607.1101 of the Florida Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or any of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS: DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of HCGO as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the law, and no change to such Articles of Incorporation shall be effected by the merger except that its corporate name shall be changed to Holiday Chevrolet Oldsmobile, Inc..

3.2 The Bylaws of HCGO as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with the law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of HCGO immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued an outstanding Two Hundred (200) shares of \$1.00 par value Common Stock ("HCGO Common"), which shares of Common stock are the only outstanding shares of the Surviving Corporation.

4.2 (a) SPBG presently has issued an outstanding Ten Thousand (10,000) shares of \$5 par value Common Stock ("SPBG Common").

(b) SC presently has issued an outstanding One Hundred Sixty Eight (168) shares of \$100 par value Common Stock ("SC Common").

4.3 At the Effective Time, the issued and outstanding shares of SPBG Common shall be converted into One Hundred Thirty One (131) shares of HCGO Common and the issued and outstanding shares of SC Common shall be converted into Four Hundred Two (402) shares of HCGO Common. After the Effective Time, each holder of outstanding certificate or certificates theretofore representing shares of HCGO Common shall surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing respectively, Two Hundred (200) shares of HCGO Common for every Two Hundred (200) shares of HCGO Common previously represented by the stock certificates surrendered. Until surrendered or presented for transfer, each outstanding certificate

which prior to the Effective Time represented SPBG Common shall be deemed and treated for all corporate purposes to represent the ownership of .0131 () shares of HCGO Common and each certificate which prior to the effective time represented SC Common shall be deemed and treated for all corporate purposes to represent the ownership of 2.392857 () shares of HCGO Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of SPBG and SC Common.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of all of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Secretary of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporations. In the event of such termination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of SPBG, SC and HCGO dissenting to the Agreement and Plan shall be entitled, pursuant to Sections 607.1103, 607.1301, 607.1302 and 607.1320 of the Florida Business Corporation Act, to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

(CORPORATE SEAL)

STARLING PONTIAC-BUICK-GMC, INC.

By: Alan C. Starling
Alan C. Starling, President

ATTEST:

Ruby L. Selby, Secretary

(CORPORATE SEAL)

STARLING CHEVROLET, INC.,

By: Alan C. Starling
Alan C. Starling, President

ATTEST:

Ruby L. Selby, Secretary

(CORPORATE SEAL)

HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC.

By:

Alan C. Starling
Alan C. Starling, President

ATTEST:

Lucy L. Schuyler Secretary

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EXHIBIT "A"

ARTICLES OF MERGER OF STARLING PONTIAC-BUICK-GMC, INC.
AND STARLING CHEVROLET, INC., WITH AND INTO
HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC.

The undersigned domestic corporations do hereby execute the following Articles of Merger pursuant to Section 607.1105 of the Florida Business Corporation Act for the purpose of merging STARLING PONTIAC-BUICK-GMC, INC., a Florida corporation and STARLING CHEVROLET, INC., a Florida corporation, with and into HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC., a Florida corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Starling Pontiac-Buick-GMC, Inc.	Florida
Starling Chevrolet, Inc.	Florida
Holiday Chevrolet-GEO-Oldsmobile, Inc.	Florida

2. The name which the Surviving Corporation is to have after the merger will be HOLIDAY CHEVROLET-OLDSMOBILE, INC.

3. This merger is permitted under the laws of the State of Florida. STARLING PONTIAC-BUICK-GMC, INC. and STARLING CHEVROLET, INC. and HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. have complied with the applicable provisions of the laws of the State of Florida.

4. The AGREEMENT AND PLAN OF MERGER OF STARLING PONTIAC-BUICK-GMC, INC., STARLING CHEVROLET, INC. AND HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit A attached hereto and incorporated herein by reference.

5. The Board of Directors of HOLIDAY CHEVROLET-OLDSMOBILE, INC., the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on August 31, 2000, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of STARLING PONTIAC-BUICK-GMC, INC. approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on August 31, 2000, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of STARLING CHEVROLET, INC. approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on August 31, 2000, and directed that such document be submitted to a vote of its shareholders. The shareholders of STARLING PONTIAC-BUICK-GMC, INC., STARLING CHEVROLET, INC. and HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by unanimous vote on August 31, 2000, in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT PLAN OF MERGER were as follows:

Name of Corporation	Number of Shares Outstanding	Number of Shares Entitled to Vote
Starling Pontiac- Buick - GMC, Inc.	10,000 shares of \$5 par value common stock ("SPGB Common")	10,000
Starling Chevrolet, Inc.	168 shares of \$100 par value common stock ("SC Common")	168
Holiday Chevrolet-GEO-Oldsmobile, Inc.	200 shares of \$1 par value common stock ("HCGO Common")	200

There were no shares of STARLING PONTIAC-BUICK-GMC, INC., STARLING CHEVROLET, INC. or HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. entitled to vote as a class.

7. The number of shares voted for and against the approval and adoption of the AGREEMENT AND PLAN OF MERGER were as follows:

Name of Corporation	Total Shares Voted For	Total Shares Voted Against
Starling Pontiac- Buick - GMC, Inc.	10,000 Common	None
Starling Chevrolet, Inc.	168 Common	None
Holiday Chevrolet-GEO-Oldsmobile, Inc.	200 Common	None

8. The Articles of HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. will not be amended in conjunction with the merger except to change the name of the corporation as the surviving corporation to HOLIDAY CHEVROLET-OLDSMOBILE, INC.

9. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective upon filing the Articles of Merger with the Florida Department of State, pursuant to Section 607.1105 of the Florida Business

Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary of STARLING PONTIAC-BUICK-GMC, INC., by the President and Secretary of STARLING CHEVROLET, INC., and by the President and Secretary of HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC. each thereunto duly authorized, as of the 31st day of August, 2000.

STARLING PONTIAC-BUICK-GMC, INC.

(CORPORATE SEAL)

By:

Alan C. Starling
Alan C. Starling, President

ATTEST:

Lucy S. Schoff
Lucy S. Schoff, Secretary

STARLING CHEVROLET, INC.

By:

Alan C. Starling
Alan C. Starling, President

(CORPORATE SEAL)

ATTEST:

Lucy S. Schoff
Lucy S. Schoff, Secretary

HOLIDAY CHEVROLET-GEO-OLDSMOBILE, INC.

(CORPORATE SEAL)

By:

Alan C. Starling
Alan C. Starling, President

ATTEST:

Lucy S. Schoff
Lucy S. Schoff, Secretary