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Phone : (813) 229-7600
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MERGER OR SHARE EXCHANGE

MORGAN TIRE & AUTO, INC.

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**ARTICLES OF MERGER OF
TEAM TIRES PLUS, LTD.
a Minnesota corporation
INTO
MORGAN TIRE & AUTO, INC.
a Florida corporation**

Pursuant to §607.1104 of the Florida Statutes, entitled "Merger of Subsidiary Corporation", the undersigned corporations adopt the following Articles of Merger:

FIRST: The Plan of Merger ("Plan of Merger") attached hereto as Exhibit A was adopted by the Board of Directors of Morgan Tire & Auto, Inc., a Florida corporation ("Parent"), as of the 6th day of December, 2005. The approvals of the Board of Directors and shareholder of Team Tires Plus, Ltd., a Minnesota corporation ("Subsidiary"), and Parent's shareholder are not required.

SECOND: The Effective Date of these Articles of Merger shall be December 1, 2005. The Effective Time of these Articles of Merger shall be 11:59 p.m. on the Effective Date.

THIRD: At the Effective Time on the Effective Date the following actions will occur in accordance with the Plan of Merger:

- a. The Subsidiary shall be merged with and into the Parent (hereinafter, the "Merger").
- b. The Articles of Incorporation of the Parent as in effect immediately prior to the Effective Date shall thereafter continue in full force and effect as the Articles of Incorporation of Parent until altered or amended as provided therein or by law.
- c. The currently issued and outstanding shares of common stock of Parent owned by its shareholder immediately prior to the Merger shall remain as the issued and outstanding common stock of Parent after the Merger.
- d. Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.
- e. The address of the principal office of Parent is 2021 Sunnydale Boulevard, Clearwater, Florida 33765.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 19th day of December, 2005.

PARENT CORPORATION:

MORGAN TIRE & AUTO, INC.

By: 

James S. Downing, Secretary

SUBSIDIARY CORPORATION:

TEAM TIRES PLUS, LTD.

By: 

James S. Downing, Secretary

EXHIBIT A
PLAN OF MERGER

THIS PLAN OF MERGER, made and entered into as of this 19th day of December, 2005, by and between Morgan Tire & Auto, Inc., a Florida corporation ("Parent"), and Team Tires Plus, Ltd., a Minnesota corporation ("Subsidiary").

WITNESSETH:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (hereinafter called the "Merger"), and Parent's corporate existence as a continuing corporation under the laws of the State of Florida shall not be affected in any manner by reason of the merger except as set forth herein.

WHEREAS, Parent owns 100% of the outstanding capital stock of Subsidiary.

WHEREAS, the Board of Directors of Parent has determined that it is advisable and in the best interests of Parent that Subsidiary be merged into Parent, on the terms and conditions set forth in accordance with §607.1104 of the Florida Statutes and §302A.621 of the Minnesota Business Corporation Act.

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

ARTICLE I
THE MERGER

1. The term "Effective Date" shall mean December 31, 2005.
2. The term "Effective Time" shall mean 11:59 p.m. on the Effective Date.
3. On the Effective Date at the Effective Time, (a) Subsidiary shall be merged with and into Parent; (b) the separate existence of Subsidiary shall cease at the Effective Time on the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Parent shall continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to Subsidiary shall be taken and be deemed to be transferred to and vested in Parent and shall be thereafter as effectively the property of Parent as they were the property of Subsidiary; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Subsidiary shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Parent. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Subsidiary shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts,

liabilities, obligations and duties of Subsidiary shall thenceforth attach to Parent and may be enforced against it to the same extent as they had been incurred or contracted by it.

ARTICLE II

EFFECTS OF THE MERGER

At the Effective Time on the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Florida Statutes.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF SHARES

Parent owns 100% of the outstanding capital stock of Subsidiary so that as a result of the Merger, each share of Subsidiary's common stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

ARTICLE IV

APPROVAL

This Plan of Merger was adopted by the Board of Directors of Parent. The approvals of the Board of Directors and shareholder of Subsidiary and Parent's shareholder are not required.

ARTICLE V

ARTICLES OF INCORPORATION AND BYLAWS

The Articles of Incorporation and Bylaws of Parent in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Incorporation and Bylaws of Parent until the same shall be altered, amended or repealed.

ARTICLE VI

BOARD OF DIRECTORS, OFFICERS AND SHAREHOLDERS

The Board of Directors, officers and shareholders of Parent in effect immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the Directors, officers and shareholders of Parent until the directors' and officers' successors are elected and qualified or the shareholders transfer their ownership in Parent.

ARTICLE VII

ASSIGNMENT

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan,

the proper officers and directors of Subsidiary as of the Effective Time on the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

ARTICLE VIII EXPENSES

Parent shall pay all expenses of accomplishing the Merger.

ARTICLE IX AMENDMENT

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Time on the Effective Date.

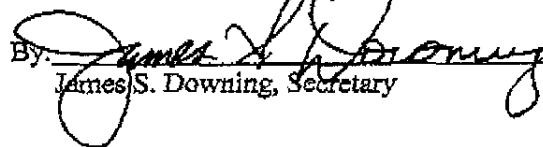
ARTICLE X TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Time on the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, Subsidiary and Parent have signed this Agreement under their corporate seals the day and year first above written.

PARENT CORPORATION:

MORGAN TIRE & AUTO, INC.

By: 
James S. Downing, Secretary

SUBSIDIARY CORPORATION:

TEAM TIRES PLUS, LTD.

By: 
James S. Downing, Secretary