

V12909

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

ICII SUB, INC., a Florida Corporation, document number P97000022974

INTO

AUTO MARKETING NETWORK, INC., a Florida corporation, V12909.

File date: April 16, 1997

Corporate Specialist: Karen Gibson

Document Number Only

V12909

C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, Florida 32301

City

State

Zip

Phone

CORPORATION(S) NAME

000002144970--7

-04/16/97--01051--006

*****35.00 *****35.00

000002144970--7

-04/16/97--01051--007

*****35.00 *****35.00

ICII Sub, Inc

into:

Auto Marketing Network, Inc

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☒ Merger

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☐ Certified Copy

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Other

☐ Change of R.A.

☐ Fictitious Name

☐ CUS

☐ Call When Ready

☒ Walk In

☐ Mail Out

☐ Call if Problem

☐ Will Wait

☐ After 4:30

☒ Pick-Up

Name

Availability

Document

Examiner

Updater

Verifier

Acknowledgment

W.F. Verifier

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4-16-97

Merges
CR2
4/16

CR2E031 (1-89)

FILED
97 APR 16 PM 2:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
RECEIVED
97 APR 16 PM 12:17

ARTICLES OF MERGER
OF
ICII SUB, INC.
INTO
AUTO MARKETING NETWORK, INC.

FILED
97 APR 16 PM 2:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1104 of the Florida Business Corporation Act (the "Act"), the undersigned corporations adopt the following Articles of Merger:

FIRST: ICII Sub, Inc. is a corporation organized under the laws of the State of Florida (the "Parent") owning at least 80% of the outstanding shares of each class of Auto Marketing Network, Inc., a corporation organized under the laws of the State of Florida (the "Subsidiary").

SECOND: The Agreement and Plan of Merger, dated as of March 17, 1997 (the "Plan of Merger"), by and between the Parent and the Subsidiary, attached hereto as Exhibit A, was adopted by the Board of Directors of the Parent by unanimous written consent of the Board of Directors of the Parent, dated March 17, 1997.

THIRD: The pro rata issuance of shares of the Parent to the holders of the shares of the Subsidiary upon surrender of any certificates therefor is provided as follows:

- (a) each share of Common Stock of the Parent issued and outstanding immediately prior to the effective time of the merger shall be converted into one validly issued, fully paid and nonassessable share of the Subsidiary;
- (b) each share of Class A Common Stock of the Subsidiary issued and outstanding immediately prior to the effective time of the merger shall be canceled and extinguished and no payment or other consideration shall be made with respect thereto;
- (c) each share of Class B Common Stock of the Subsidiary issued and outstanding immediately prior to the effective time of the merger, other than any such shares owned by the Parent, shall be canceled and extinguished in exchange for a cash payment of \$340.91 for each such share of Class B Common Stock;

- (d) each share of Class B Common Stock of the Subsidiary issued, outstanding and owned by the Parent immediately prior to the effective time of the merger shall be canceled and extinguished and no payment or other consideration shall be made with respect thereto;
- (e) from and after the effective time of the merger, holders of certificates formerly evidencing shares of the Parent shall have rights as shareholders of the Subsidiary in accordance with applicable law.

FOURTH: Shareholders of the Subsidiary who, except for the applicability of this section, would be entitled to vote and who dissent from the merger pursuant to Section 607.1320 F.S., may be entitled, if they comply with the provisions of the Act regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

FIFTH: A copy or summary of the Plan of Merger was mailed by the Parent on the 17th day of March, 1997, to each shareholder of the Subsidiary who did not waive the mailing requirement in writing.

SIXTH: The effective date of the merger is the date on which these Articles of Merger are filed with the Secretary of State of the State of Florida.

SEVENTH: This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.

Signed this 15th day of April, 1997.

AUTO MARKETING NETWORK, INC.

By


Stephen S. Raskin, President

ICII SUB, INC.

By

Irwin L. Gubman, President

SENT BY: KUTAK ROCK-DENVER

303 292 7799
: 4-15-97 : 2:50PM : KUTAK ROCK DENVER B-

8537072:# 5/ 9

Signed this 15th day of April, 1997.

AUTO MARKETING NETWORK, INC.

By _____
Stephen S. Raskin, President

ICII SUB, INC.

By Irwin L. Gubman
Irwin L. Gubman, President

2. The foregoing Amendment was adopted on March 12, 1997, by the unanimous written consent of the Board of Directors of the Corporation pursuant to Section 607.0821 of the Florida Business Corporation Act. Pursuant to Section 607.0602 of the Florida Business Corporation Act, no approval of the amendment was required by the shareholders of the Corporation.

3. Except as modified hereby, the Amended and Restated Articles of Incorporation of the Corporation remain in full force and effect.

Dated this 12th day of March, 1997.

AUTO MARKETING NETWORK, INC.

By: Patricia Magee Daly
Patricia Magee Daly
Senior Vice President and General Counsel

SENT BY:KUTAK ROCK-DENVER

: 4-15-97 : 4:31PM : KUTAK ROCK DENVER B-

9-1-9182500951:# 6/ 9

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 17, 1997, by and between ICII Sub, Inc. a Florida corporation (the "Parent"), and Auto Marketing Network, Inc., a Florida corporation (the "Subsidiary").

WHEREAS, the Parent owns 2,156 shares of the Class B Common Stock of the Subsidiary (98% of the outstanding Class B Common Stock) and 617,8333 shares of the Class A Common Stock of the Subsidiary (100% of the outstanding Class A Common Stock), such ownership percentages representing greater than 80% of the outstanding shares of each class of the Subsidiary;

WHEREAS, Section 607.1104 of the Florida 1989 Business Corporation Act (the "Act") provides that a parent corporation owning at least 80% of the outstanding shares of each class of a subsidiary corporation may merge into the subsidiary;

WHEREAS, the Parent and the Subsidiary and the respective Boards of Directors thereof deem it advisable and to the advantage, welfare, and best interests of said corporations and their respective shareholders to merge ICII Sub into AMN pursuant to the provisions of the Act upon the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The Merger. On and subject to the terms and conditions of this Agreement, the Parent will merge with and into the Subsidiary (the "Merger"). The Subsidiary shall be the corporation surviving the Merger (the "Surviving Corporation").

Section 2. Effective Time. After the conditions to the obligations of the parties set forth herein have been satisfied or waived, Articles of Merger shall be filed with the Department of State of the State of Florida and the Merger will become effective (the "Effective Time").

Section 3. Conversion of Securities. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holders of the Class A Common Stock of the Subsidiary, the Class B Common Stock of the Subsidiary or the Common Stock of the Parent, the following shall occur:

- (a) each share of Common Stock of the Parent issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of the Subsidiary;
- (b) each share of Class A Common Stock of the Subsidiary issued and outstanding immediately prior to the Effective Time shall be canceled and extinguished and no payment or other consideration shall be made with respect thereto;

- (c) each share of Class B Common Stock of the Subsidiary issued and outstanding immediately prior to the Effective Time, other than any such shares owned by the Parent, shall be canceled and extinguished in exchange for a cash payment of \$340.91 for each such share of Class B Common Stock;
- (d) each Share of Class B Common Stock of the Subsidiary issued, outstanding and owned by the Parent immediately prior to the Effective Time shall be canceled and extinguished and no payment or other consideration shall be made with respect thereto;
- (e) from and after the Effective Time, holders of certificates formerly evidencing shares of the Parent shall have rights as shareholders of the Subsidiary in accordance with applicable law.

Section 4. Issuance of Shares of Subsidiary. Each holder of a certificate or certificates formerly representing any shares of the Parent converted in the Merger pursuant to Section 3(a) shall surrender such certificate or certificates to the Subsidiary as promptly as practicable. Upon surrender by such holder to the Subsidiary of a certificate, together with such other instruments and acknowledgments as the Subsidiary may require, the holder of such certificate shall be entitled to receive in exchange therefor an equal number of shares of Class B Common Stock of the Subsidiary represented by such certificate, and such former certificate shall forthwith be canceled.

Section 5. Dissenters' Rights. Holders of Shares of the Subsidiary who, except for the applicability of Section 607.1104 of the Act, would be entitled to vote and who dissent from the Merger, may be entitled, if they comply with the provisions of the Act regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7. Counterparts. This Agreement may be executed in counterparts, each of which, when so executed shall be deemed to be an original, and such counterparts when taken together shall constitute but one and the same instrument.

SENT BY: KUTAK ROCK-DENVER ; 4-15-97 ; 4:33PM ; KUTAK ROCK DENVER B-

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03/14/97 16:25 IMPERIAL CREDIT + J

NO. 358 F032-003

SENT BY: ANDREWS&KURTZ L.A. ; 3-14-97 ; 3:08PM ;

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8537072# 7

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Merger to be executed by their respective officers as of the 17th day of March, 1997.

ICU SUB, INC.

By: Irwin L. Gubman
Irwin L. Gubman, President

ATTEST:

Daniel M. Rood
Daniel M. Rood, Secretary

AUTO MARKETING NETWORK, INC.

By: Stephen S. Raskin
Stephen S. Raskin, President

ATTEST:

Patricia Magee Daly
Patricia Magee Daly, Secretary