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660 EAST JEFFERSON STREET

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TALLAHASSEE, FL 32301

Address  
222-1092

City State Zip Phone

CORPORATION(S) NAME

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-12/30/97--01062--009

\*\*\*\*\*70.00 \*\*\*\*\*70.00

EFF. 12/31/97

Auto Marketing Network, Inc. (FL)

merging into:

Auto Marketing Network, Inc. (DE)

SECRETARY OF STATE  
TALLAHASSEE, FL 32301

97 DEC 30 PM 1:45

APPROVED  
AND  
FILED

☐ Profit  
☐ NonProfit  
☐ Limited Liability Co.

☐ Amendment

☒ Merger

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Reservation

☐ Change of R.A.

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DEC 30 1997

eff. 12/31/97  
BOS  
Dec 30 1997  
Thanks, Jeff

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

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

INTO

**AUTO MARKETING NETWORK, INC.**, a Delaware corporation not qualified in  
Florida.

File date: December 30, 1997, effective December 31, 1997

Corporate Specialist: Carol Mustain

# ARTICLES OF MERGER

OF

AUTO MARKETING NETWORK, INC.  
a Florida Corporation

INTO

AUTO MARKETING NETWORK, INC.  
a Delaware Corporation

December 23, 1997

Eff. 12/31/97

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "BCA"), the undersigned corporations adopt the following articles of merger:

FIRST: The name of the corporations proposing to merge and the states under the laws of which such corporations are organized are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Auto Marketing Network, Inc.	Florida
Auto Marketing Network, Inc.	Delaware

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

APPROVED  
AND  
FILED

SECOND: The laws of the state under which Auto Marketing Network, Inc., a Delaware corporation ("AMN-DE"), is organized permit such merger and such foreign corporation is complying with those laws in effecting the merger.

THIRD: AMN-DE, the surviving corporation, is complying with Section 607.1105 of the BCA. Auto Marketing Network, Inc., a Florida corporation ("AMN-FL") is complying with Sections 607.1101 through 607.1104 of the BCA.

FOURTH: The Agreement and Plan of Merger, dated as of December 22, 1997 ("the Plan of Merger"), by and between Auto Marketing Network, Inc., a Florida corporation ("AMN-FL"), and Auto Marketing Network, Inc., a Delaware corporation ("AMN-DE"), attached hereto as Exhibit A, was adopted by the Board of Directors of AMN-FL by resolution of the Board of Directors, dated November 18, 1997 and adopted by the Board of Directors of AMN-DE by resolution of the Board of Directors, dated December 23, 1997.

FIFTH: The effective date of the merger is December 31, 1997.

SIXTH: The Plan of Merger was adopted by the sole shareholder of AMN-FL, on the 18th day of November 1997, and was adopted by sole shareholder of AMN-DE, on the 22nd day of December, 1997.

APPROVED  
AND  
FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

EXECUTED as of the date first written above.

AUTO MARKETING NETWORK, INC.,  
a Delaware Corporation

A handwritten signature in cursive script, reading "Patricia Magee Daly", written over a horizontal line.

Name: Patricia Magee Daly  
Title: Executive Vice President

AUTO MARKETING NETWORK, INC.,  
a Florida Corporation

A handwritten signature in cursive script, reading "Patricia Magee Daly", written over a horizontal line.

Name: Patricia Magee Daly  
Title: Executive Vice President

**EXHIBIT A**

APPROVED  
AND  
FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") dated as of December 22, 1997, by and between Auto Marketing Network, Inc., a Florida corporation ("AMN-FL") and Auto Marketing Network, Inc., a Delaware corporation ("AMN-DE").

### WITNESSETH:

WHEREAS, AMN-FL has an authorized capitalization of (a) 21,000,000 shares of common stock, par value \$1.00 per share ("FL Common"), of which 2,933 shares are issued and outstanding on the date hereof;

WHEREAS, AMN-DE has an authorized capitalization of (a) 3,000 shares of Common Stock, par value \$1.00 per share ("DE Common"), of which ten (10) shares are issued and outstanding as of the date hereof;

WHEREAS, the respective Boards of Directors of AMN-FL and AMN-DE deem it advisable and in the best interest of each such corporation and the stockholders of AMN-FL, that AMN-FL reincorporate in Delaware by means of a merger of such corporations as herein contemplated, consummated, and, in accordance therewith, that AMN-FL be merged into AMN-DE in the manner contemplated herein (the "Merger"), with AMN-DE surviving and that FL Common be exchanged for DE Common, on the basis of one share of DE Common for every one share of FL Common, with the result that the holders of FL Common will become the holders of DE Common upon consummation of the transactions provided for herein, and that such Merger be submitted to and approved and adopted by the holders of FL Common;

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

### ARTICLE I

#### THE MERGER

Section 1.01. *The Merger; Surviving Entity.* Subject to the terms and conditions set forth in this Agreement, on the Effective Date hereof (as defined in Section 1.05 hereof) AMN-FL shall be merged with and into AMN-DE, with AMN-DE surviving as the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Upon consummation of the Merger, the separate corporate existence of AMN-FL shall cease.

APPROVED  
AND  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
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Section 1.02. *Name of Surviving Corporation.* The name of the Surviving Corporation shall be "Auto Marketing Network, Inc."

Section 1.03. *Charter and Bylaws of AMN-DE.* From and after the Effective Date and until thereafter duly amended as provided by law, the Certificate in Incorporation of AMN-DE and the Bylaws of AMN-DE, in each case as in effect at the Effective Date, shall become the Certificate of Incorporation and Bylaws of the Surviving Corporation.

Section 1.04. *Directors and Officers of AMN-DE.*

(a) The number of directors in each class of directors of AMN-DE immediately prior to the Effective Date shall be the number of directors in each class of directors of the Surviving Corporation, and the directors of AMN-DE immediately prior to the Effective Date shall be the directors of the Surviving Corporation, to hold office in the same classes as in effect immediately prior to the Effective Date, in accordance with the Bylaws of the Surviving Corporation, until their respective successors are duly appointed or elected and qualified, or their prior death, resignation or removal.

(b) The officers of AMN-FL immediately prior to the Effective Date shall be the officers of the Surviving Corporation until their respective successors are duly elected and qualified, or their prior resignation, removal or death.

Section 1.04. *Effective Date.*

The Effective Date of the Merger is December 31, 1997.

## ARTICLE II

### EXCHANGE AND ISSUANCE OF STOCK

Section 2.01. *Exchange of Common Stock.* At the Effective Date each of the following transactions shall be deemed to occur simultaneously:

(i) Each share of FL Common issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be converted into and shall be one fully paid and non-assessable share of DE Common.

(ii) All shares of FL Common which shall then be held in AMN-FL's treasury, if any, shall cease to exist, and all certificates representing such shares shall be cancelled by virtue of the Merger.

(iii) All shares of DE Common issues and outstanding immediately



prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist.

Section 2.02. *Issuance of Shares.* (a) AMN-FL shall designate an exchange agent (the "Exchange Agent") which may be an employee of the AMN-FL to act as such in connection with the issuance of certificates of DE-Common pursuant to this Agreement.

(b) As soon as practicable after the Effective Date, AMN-DE shall cause the Exchange Agent to distribute to each Shareholder certificates representing the number of shares of DE-Common to which such Shareholder is entitled pursuant to this Agreement.

Section 2.03. *Dissenting Stockholders.* Notwithstanding the provisions of Section 2.01, any outstanding shares of FL Common held by stockholders who shall have elected to dissent from the Merger and who shall have exercised and perfected appraisal rights with respect to such shares in accordance with Section 607.1302 of the Florida Law ("Dissenting Stockholders") shall not be converted into shares of DE Common but shall be entitled to receive only such consideration as shall be provided in said Section 607.1302, except that FL Common outstanding on the Effective Date and held by a Dissenting Stockholder who shall thereafter withdraw his election to dissent from the Merger or lose his right to dissent from the Merger as provided in said Section 607.1302, shall be deemed converted, as the Effective Date, into such number of shares of AMN-DE as such holder otherwise would have been entitled to receive as a result of the Merger.

### ARTICLE III

#### STOCKHOLDER APPROVAL

Section 3.01. *Approval by Stockholder of AMN-FL.* On November 18, 1997, AMN-FL duly convened a Special Meeting of the Stockholder of AMN-FL (the "Special Meeting") in connection with which, among other things, the approval by such stockholder of this Merger Agreement, and the transactions contemplated hereby, was solicited and received.

### ARTICLE IV

#### CLOSING CONDITIONS; CLOSING

Section 4.01. *Closing Conditions.* The consummation of the Merger and the transactions set forth in this Merger Agreement are subject to the satisfaction on or prior to the Effective Date of the following conditions:

(a) The absence of any material pending or threatened litigation concerning the Merger or any other transaction contemplated by the Merger Agreement (unless such

condition shall be waived by the Board of Directors of AMN-FL);

(b) Statutory dissent and appraisal rights not having been exercised by the holders of more than 5% of the outstanding FL Common Stock (unless such condition shall be waived by the Board of Directors of AMN-FL).

Section 4.02. *Closing.* The closing under this Merger Agreement shall occur on the Effective Date at a place mutually convenient to all the parties hereto.

## **ARTICLE V**

### **TERMINATION OR ABANDONMENT OF MERGER**

This Merger Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date by the Board of Directors of AMN-FL, if the Board of Directors of AMN-FL shall determine for any reason that the consummation of the transaction contemplated hereby would be inadvisable or not in the best interests of AMN-FL and its stockholders.

## **ARTICLE VI**

### **AMENDMENTS**

At any time prior to the Effective Date, the parties hereto may by written agreement amend, modify or supplement any provision of this Merger Agreement, provided that no such amendment, modification or supplement may be made if, in the sole judgment of the Board of Directors of AMN-FL, it will materially and adversely affect the rights and interests of AMN-FL's stockholders.

## **ARTICLE VII**

### **GOVERNING LAW**

This Merger Agreement has been delivered in, and shall be construed under and in accordance with the laws of the State of Delaware except to the extent the laws of Florida shall be applicable to the Merger.

## **ARTICLE VIII**

### **HEADINGS**

The headings set forth herein are for convenience only and shall not be used in interpreting the text of the section in which they appear.

## **ARTICLE IX**

### **SUCCESSORS AND ASSIGNS**

This Merger Agreement may not be assigned by either party without the consent of the other party hereto, and this Merger Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

## **ARTICLE X**

### **COUNTERPARTS**

For the convenience of the parties hereto, this Merger Agreement may be executed in separate 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.

## **ARTICLE XI**

### **EXTENSIONS OF TIME; WAIVERS**

Any time prior to the Effective Date the parties hereto may, by written agreement (a) extend time for the performance of any of the obligations or other acts of the parties hereto, (b) waive any breach or inaccuracy in the representations and warranties contained in this Merger Agreement or in any document delivered pursuant hereto, or (c) waive compliance with any of the covenants, conditions or agreements contained in this Merger Agreement, except as set forth in Section 4.01 hereof.

IN WITNESS WHEREOF, AMN-FL and AMN-DE, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, each have caused this Merger Agreement to be executed by a duly authorized officer thereof, each of whom affirms the statements made herein by his respective company under penalty of perjury, and has further caused their respective corporate seals to be hereunto affixed, as of the date first above written.

Auto Marketing Network, Inc., a Florida corporation

By: Patricia Magee Daly  
Name: Patricia Magee Daly  
Title: Executive Vice President

Auto Marketing Network, Inc., a Delaware corporation

By: Patricia Magee Daly  
Name: Patricia Magee Daly  
Title: Executive Vice President