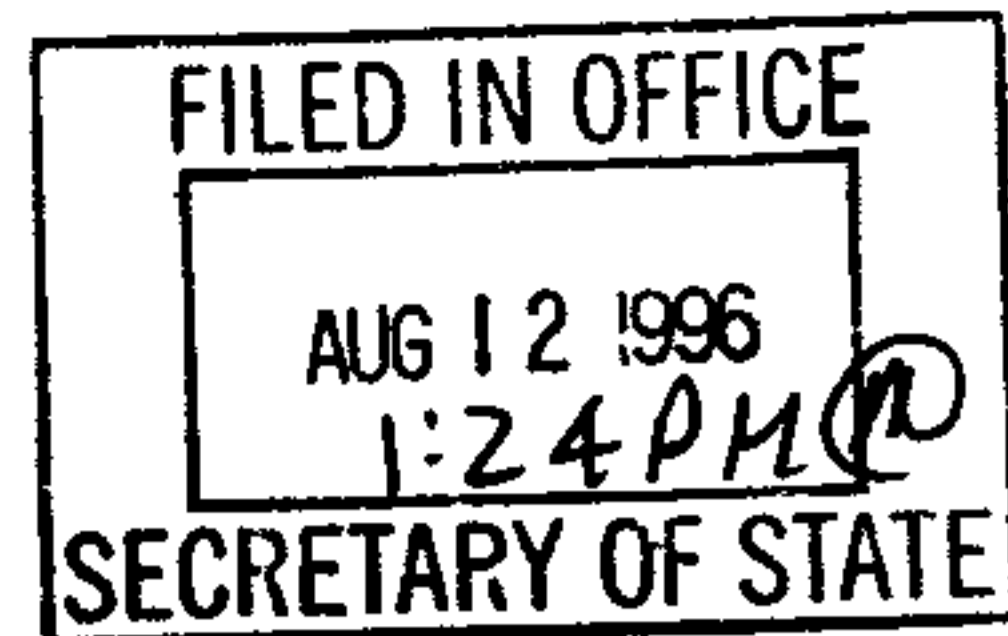


**ARTICLES OF MERGER OF
ALTERNATIVE MOTORS, INC.
AND SOUTHTOWN MOTORS, INC.**



Inst # 1996-26604

The undersigned duly authorized officers of Alternative Motors, Inc. ("AMI") and SouthTown Motors, Inc. ("SOUTHTOWN") hereby file these Articles of Merger in order to effect a merger under the laws of the state of Alabama.

**ARTICLE I
MERGER**

AMI (referred to hereinafter as the "Merged Corporation") shall be merged with and into SOUTHTOWN (referred to hereinafter as the "Surviving Corporation"), in accordance with the terms and conditions set forth in the AGREEMENT AND PLAN OF MERGER duly adopted by the Board of Directors of the Corporations in accordance with the provisions of the Alabama Business Corporation Act. The corporate existence of the Merged Corporation shall cease at the Effective Time (as described below) of the merger. SOUTHTOWN will continue in existence as the Surviving Corporation after the Effective Time of the merger.

**ARTICLE II
ARTICLES OF INCORPORATION OF
SURVIVING CORPORATION**

The Articles of Incorporation of SOUTHTOWN shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with the Alabama Business Corporation Act.

**ARTICLE III
SHAREHOLDER APPROVAL**

The AGREEMENT AND PLAN OF MERGER was approved by the unanimous written consent of the shareholders of each of the Corporations on March 25, 1995, pursuant to the provisions of Sections 10-2B-11.01 et seq. of the Alabama Corporation Act. Each Corporation has 1000 shares of Class A voting common stock, all of which voted for the Merger. Each Corporation is a Shelby County Corporation

**ARTICLE IV
CONVERSION OF CAPITAL STOCK**

The shareholders of the Merged Corporation will become shareholders of the Surviving Corporation after the merger. As a result thereof, the outstanding shares of Common Stock, par value \$1.00 per share, of the Merged Corporation will automatically be converted into shares of Common Stock, par value \$1.00 per share, of the Surviving Corporation at a rate of 1 shares of the Surviving Corporation Common Stock, par value \$1.00 per share, for each share of the Merged Corporation Common Stock, par value \$1.00 per share. Each share of the outstanding

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Common Stock, par value \$1.00 per share, of SOUTHTOWN will automatically be converted into shares of Common Stock, par value \$1.00 per share, of the Surviving Corporation at a rate of 1 shares of the Surviving Corporation Common Stock, par value \$1.00 per share for each share of SOUTHTOWN Common Stock, par value \$1.00 per share.

**ARTICLE V
EFFECTIVE TIME**

The merger contemplated herein shall become effective on the filing of the Articles of Merger with the Secretary of the State of Alabama, pursuant to Sections 10-2B-11.05 of the Alabama Business Corporation Act.

IN WITNESS WHEREOF, the undersigned officers have hereunto set their hands this 25th day of March, 1996.

SOUTHTOWN:

By: 
Name: Mark Amdall
Title: President

AMI:

By: 
Name: Mark Amdall
Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated March 25, 1995 and is made by and between Alternative Motors, Inc. (the "Merged Corporation"), and SouthTown Motors, Inc. ("SOUTHTOWN"). The Merged Corporation and SOUTHTOWN are sometimes hereafter collectively referred to as the "Constituent Corporations."

WHEREAS, the shareholders of the Merged Corporation and the shareholders of SOUTHTOWN have approved this Agreement and Plan of Merger (the "Merger Agreement") providing for the merger of the Merged Corporation with and into SOUTHTOWN upon the terms and subject to the conditions herein; and

WHEREAS, the Board of Directors of the Merged Corporation and the Board of Directors of SOUTHTOWN deem the merger of the Merged Corporation with and into SOUTHTOWN on the terms herein set forth to be desirable and in the best interests of their respective corporations and have approved the Merger Agreement;

NOW, THEREFORE, in accordance with the applicable provisions of the Alabama Corporation Act, it is agreed that the Merged Corporation shall be merged with and into SOUTHTOWN which shall be the surviving corporation, and that the plan, terms, and conditions of such merger shall be as follows:

ARTICLE I THE MERGER

Section 1.01 *Merger*. At the Effective Time (as defined below), the Merged Corporation shall be merged with and into SOUTHTOWN and the separate corporate existence of the Merged Corporation shall cease, and SOUTHTOWN as the surviving corporation (hereinafter the "Surviving Corporation") shall continue to exist by virtue of, and shall continue to be governed by, the laws of the State of Alabama.

Section 1.02 *Effective Time of Merger*. As soon as practicable after the execution of this Merger Agreement, appropriate Articles of Merger shall be prepared and executed by the Constituent Corporations. Such Articles of Merger shall be immediately filed with the office of Secretary of State in the State of Alabama. The merger contemplated herein shall become effective on _____ the day of filing of an executed counterpart of the Articles of Merger with the Secretary of State of the State of Alabama (the "Effective Time").

ARTICLE II GOVERNING INSTRUMENTS OF SURVIVING CORPORATION

From and after the Effective Date, the Articles of Incorporation of SOUTHTOWN shall hereby constitute the Articles of Incorporation of the Surviving Corporation until further amended in accordance with the Alabama Business Corporation Act; and the By-Laws of

SOUTHTOWN shall constitute the By-Laws of the Surviving Corporation, until amended in accordance with the Articles of Incorporation of the Surviving Corporation, as in effect from time to time, and with the Alabama Business Corporation Act.

ARTICLE III MANAGEMENT OF SURVIVING CORPORATION

From and after the Effective Date, the directors and officers of SOUTHTOWN shall constitute and serve as the directors and officers of the Surviving Corporation until (i) their successors have been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation, as in effect from time to time, and with the Alabama Business Corporation Act, or (ii) their earlier death, resignation or removal.

ARTICLE IV STOCK

Section 4.01 Stock of Merged Corporation, SOUTHTOWN and of Surviving Corporation. At the Effective Time, the outstanding shares of the Common Stock, par value \$1.00 per share, of the Merged Corporation shall automatically without any further action on the part of the holder thereof be converted into shares of Common Stock, par value \$1.00 per share, of the Surviving Corporation at a rate of 1 shares of Common Stock, par value \$1.00 per share, of the Surviving Corporation for each share of Merged Corporation Common Stock, par value \$1.00 per share. Each share of issued and outstanding Common Stock of SOUTHTOWN shall automatically without any further action on the part of the holder thereof be converted into shares of Common Stock, par value \$1.00 per share, of the Surviving Corporation at a rate of 1 shares of Common Stock, par value \$1.00 per share, of the Surviving Corporation for each share of SOUTHTOWN Common Stock, par value \$1.00 per share.

Section 4.02 Stock Certificates of Merged Corporation and SOUTHTOWN. After the Effective Time each holder of an outstanding certificate or certificates which theretofore represented shares of SOUTHTOWN and the Merged Corporation's Common Stock shall tender the same to effect the exchange of certificates and each such holder shall be entitled upon such tender to receive in exchange therefor a certificate representing shares of the Surviving Corporation Common Stock for each share of SOUTHTOWN or Merged Corporation Common Stock tendered in accordance with the formula in Section 4.01 above. Until so tendered and exchanged, each outstanding certificate (which prior to the Effective Date represented outstanding shares of SOUTHTOWN or the Merged Corporation) shall be deemed after the Effective Time for all purposes to represent only the right to receive a certificate representing the shares of the Surviving Corporation. After the Effective Time no transfer of the shares of SOUTHTOWN or the Merged Corporation outstanding prior to the Effective Time shall be entered on the stock records of SOUTHTOWN or the Merged Corporation, respectively. Shares to be issued upon conversion of SOUTHTOWN Common Stock or Merged Corporation Common Stock into Common Stock of the Surviving Corporation pursuant to Section 4.01 of this Merger Agreement may be issued after the Effective Time.

ARTICLE V TERMINATION

Section 5.01 *Termination*. This Merger Agreement may be terminated for any reason at any time prior to the Effective Time by resolution of the Board of Directors of either SOUTHTOWN or the Merged Corporation.

Section 5.02 *Effect of Termination*. In the event of termination of this Merger Agreement and the merger pursuant to the foregoing provisions of Section 5.01 hereof, this Merger Agreement shall become void and have no effect, without any liability on the part of any party or its shareholders or directors or officers in respect thereof.

ARTICLE VI RIGHTS AND LIABILITIES UPON MERGER

Section 6.01 *Rights and Liabilities of Merged Corporation*. After the Effective Time the Surviving Corporation shall possess all the rights, privileges, immunities, powers, licenses and franchises, public or private, of the Merged Corporation; and all property and assets of every kind and description including, without limitation, patents, trademarks, trade names, names and the goodwill relating to any of the foregoing, shall be vested in and be held and enjoyed by the Surviving Corporation without further act or deed; and the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Merged Corporation; and any claim existing or action or proceeding pending by or against either corporation may be prosecuted as if the merger had not taken place.

Section 6.02 *Reorganization*. It is the intent of the parties hereto that the merger of the Constituent Corporations shall qualify as a reorganization described in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

ARTICLE VII GENERAL PROVISIONS

Section 7.01 *Headings*. The Article and Section headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 7.02 *Notices*. Any notice or election required or permitted to be given or served by any party hereto upon any other party shall be deemed given or served in accordance with the provisions of this Agreement when personally delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid or delivered by a courier who guarantees overnight delivery, properly addressed as follows:

Darrell L. Cartwright, Esq.
P. O. Box 43446
Birmingham, AL 35243

Section 7.03 *Governing Law*. This Agreement shall be governed by the laws of the state of Alabama.

Section 7.04 *Counterparts*. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

Section 7.05 *Entire Agreement; Modification*. This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have entered into this Merger Agreement as of the day and year first set forth above.

SOUTHTOWN:

By: 
Name: Mark Amdall
Title: President

MERGED CORPORATION:

By: 
Name: Mark Amdall
Title: President

CORPORATE RESOLUTION
ALTERNATIVE MOTORS, INC.

The undersigned, being all of the directors of ALTERNATIVE MOTORS, INC., do hereby, by this unanimous written consent in lieu of a meeting, adopt the following resolution:

RESOLVED, that the proposed merger of the Corporation into SouthTown Motors, Inc. in accordance with the Plan of Merger attached to these minutes is hereby approved, and the President and Secretary of the Corporation are authorized and directed to take any and all actions necessary to complete the contemplated and hereby approved merger, including the execution of the said Plan of Merger and any other required documents on behalf of the Corporation, and the delegation to other officers of the Corporation of duties required to complete the merger.



MARK AMDALL



BARRY FREEMAN

Dated this 25th day of March, 1996.

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Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on August 12, 1996

DATE 8-12-96
Jan Bennett
Secretary of State