

State of Idaho

Department of State.

CERTIFICATE OF MERGER OR CONSOLIDATION

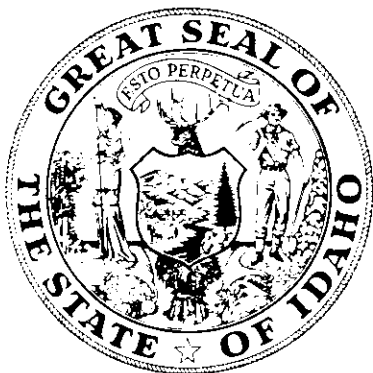
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of merger of IDAHO AUTOMOTIVE SUPPLY, INC., an Idaho corp., NORTHWEST WHEEL, INC., a Washington corp., and ADVANCE WHEEL, INC., a Washington corporation

into BEARING & RIM SUPPLY, INC., a Delaware corporation

duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of merger and attach hereto a duplicate original of the Articles of Incorporation

Dated December 31, 19 79



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

7:00 DEC 19 AM 6 29
ARTICLES OF MERGER

TO: Secretary of State of the State of Idaho:

The undersigned corporations, pursuant to Idaho Business Corporation Act Section 30-1-74, hereby execute in duplicate the following Articles of Merger:

1. The Plan of Merger is set forth as Exhibit A attached hereto and by this reference incorporated herein as though fully set forth.

2. As to each of the undersigned corporations (the only class of stock authorized by each of the undersigned corporations is common stock), the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>No. of Shares Outstanding</u>
Bearing & Rim Supply Co.	170.72255
Northwest Wheel, Inc.	806.12337
Advance Wheel, Inc.	3,000
Idaho Automotive Supply, Inc.	1,008.47016

3. As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
Bearing & Rim Supply Co.	170.72255	0
Northwest Wheel, Inc.	806.12337	0
Advance Wheel, Inc.	3,000	0
Idaho Automotive Supply, Inc.	1,008.47016	0

DATED this 14th day of December, 1979.

BEARING & RIM SUPPLY CO.

By: Mary K. Hart
Mary K. Hart, President

Attest:

Harold T. Hart
Harold T. Hart, Secretary

NORTHWEST WHEEL, INC.

By: James L. State
James L. State, President

Attest:

Carl R. Norberg
Carl R. Norberg, Secretary

By:

James L. State, President

Attest:

G. Gard Hays, Secretary

IDAHO AUTOMOTIVE SUPPLY, INC.

By:

G. Gard Hays, President

Attest:

Harold T. Hart, Secretary

Mary B. Hart

404

same to be true.

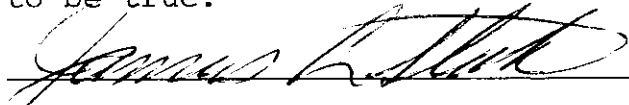
Hubbard

NOTARY PUBLIC in and for the State
of Washington, residing at Spokane.

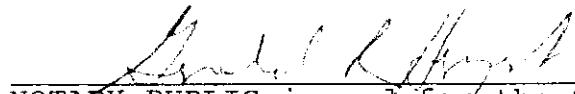
STATE OF WASHINGTON,)
) ss.
County of Spokane.)

JAMES L. STATE, being first duly sworn on oath, deposes and states:

That I am the President of Advance Wheel, Inc.; that I have read the foregoing Articles of Merger, know the contents thereof, and believe the same to be true.



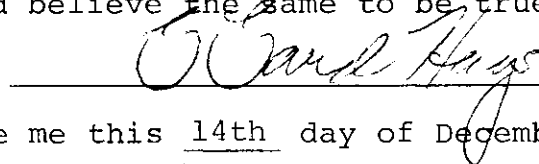
SUBSCRIBED AND SWORN TO before me this 14th day of December, 1979.


NOTARY PUBLIC in and for the State
of Washington, residing at Spokane.

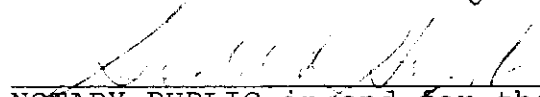
STATE OF WASHINGTON,)
) ss.
County of Spokane.)

G. GARD HAYS, being first duly sworn on oath, deposes and states:

That I am the President of Idaho Automotive Supply, Inc.; that I have read the foregoing Articles of Merger, know the contents thereof, and believe the same to be true.



SUBSCRIBED AND SWORN TO before me this 14th day of December, 1979.


NOTARY PUBLIC in and for the State
of Washington, residing at Spokane.

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of the 1st day of December, 1979, by and among Bearing & Rim Supply Co., a Delaware corporation ("Bearing & Rim" herein), Northwest Wheel, Inc., a Washington corporation ("Northwest" herein), Advance Wheel, Inc., a Washington corporation ("Advance" herein); and Idaho Automotive Supply, Inc., an Idaho corporation ("Idaho" herein), all of such corporations being sometimes referred to herein as the "Constituent Corporations".

WHEREAS, The Board of Directors of each Constituent Corporation deems it advisable for the benefit of its Constituent Corporation and its shareholders, that the Constituent Corporation merge into a single corporation on the terms and conditions hereinafter set forth, in accordance with the laws of the States of Delaware, Washington and Idaho, which laws permit such merger; and

WHEREAS, The Constituent Corporations desire to adopt this Agreement as a Plan of Reorganization and do consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1954;

NOW, THEREFORE, the Constituent Corporations agree that Northwest, Advance, and Idaho shall be merged with and into Bearing & Rim as the surviving corporation in accordance with the applicable laws of the States of Delaware, Washington and Idaho, that the name of the surviving corporation shall continue to be Bearing & Rim Supply Co. (which, in its capacity as surviving corporation, is hereinafter called the "Surviving Corporation"), and that the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

Section 1. MERGER OF BEARING & RIM, NORTHWEST, ADVANCE AND IDAHO.

After full compliance with the applicable laws of the State of Delaware, and upon the filing of an appropriate Certificate of Merger with the Secretary of State of the State of Delaware, Northwest, Advance, and Idaho shall be merged with and into Bearing & Rim, and the separate existences of Northwest, Advance and Idaho shall cease effective December 31, 1979. Concurrent with the above filing, the appropriate documents as required by the applicable laws of the States of Washington and Idaho shall be filed with the Secretary of State of the States of Washington and Idaho. Bearing & Rim shall continue its corporate existence as the Surviving Corporation under the laws of the State of Delaware.

The Constituent Corporations agree that the Certificate of Merger shall be filed not later than December 31, 1979 with the Secretary of State of the State of Delaware and the Articles of Merger shall be filed on such date with the Secretary of State of the States of Washington and Idaho, provided, however, that the parties hereto understand that such filing can take place only after the approval of this Agreement by the shareholders of the Constituent Corporations and the fulfillment or waiver of the terms and conditions in Sections 15 and 16.

Section 2. CERTIFICATE OF INCORPORATION AND BYLAWS.

The Certificate of Incorporation of Bearing & Rim in force on the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Corporation until the same shall be further altered, amended, or repealed in the manner provided therein and as prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement and Plan of Merger with the same force and effect as though herein set forth in full. The Bylaws of Bearing & Rim, as

in force on the Effective Date, shall be the Bylaws of the Surviving Corporation until altered, amended, or repealed in the manner provided therein and as prescribed by law.

Section 3. OFFICERS AND BOARD OF DIRECTORS.

The officers of the Surviving Corporation shall become, on the Effective Date:

Mary K. Hart	President
G. Gard Hays	Vice-President and General Manager
Harold T. Hart	Secretary-Treasurer

Such officers shall hold their respective offices until the next annual meeting of directors of the Surviving Corporation, or until their respective successors be elected and qualified. The directors of the Surviving Corporation shall become, on the Effective Date: Mary K. Hart, G. Gard Hays, and Harold T. Hart. Such directors shall hold their offices until the next annual meeting of shareholders of the Surviving Corporation, or until their successors be elected and qualified.

Section 4. CONVERSION AND EXCHANGE OF SHARES.

4.1 Conversion. The mode of carrying the merger into effect and the manner and basis of converting the shares of Northwest, Advance, and Idaho into shares of the Surviving Corporation are as follows:

(1) The 806.12337 shares of common stock (having a par value of \$50.00 per share) of Northwest ("Northwest Common Stock") are owned by the following shareholders in the amounts set forth opposite their respective names:

G. Gard Hays	376.45676
Mary K. Hart	122.06540
James L. State	145.43480
Carl R. Norberg	108.95656
BRAIN Employee Stock Bonus Trust	53.20985

which shares are issued and outstanding on the Effective Date shall, by virtue of the merger and without any action on the part of the holders thereof, be converted into the

following number of shares of common stock, having a par value of \$100.00 per share, of Bearing & Rim ("Bearing & Rim Common Stock"), as are set forth below opposite the names of the respective shareholders:

G. Gard Hays	20.3851
Mary K. Hart	5.8549
James L. State	7.8753
Carl R. Norberg	5.90
BRAIN Employee Stock Bonus Trust	2.8813

(2) The 3,000 shares of common stock (having a par value of \$1.00 per share) of Advance ("Advance Common Stock") are owned by the following shareholders in the amounts set forth opposite their respective names:

James L. State	2,100
G. Gard Hays	900

which shares are issued and outstanding on the Effective Date shall, by virtue of the merger and without any action on the part of the holders thereof, be converted into the following number of shares of common stock, having a par value of \$100.00 per share, of Bearing & Rim ("Bearing & Rim Common Stock"), as are set forth below opposite the names of the respective shareholders:

James L. State0247
G. Gard Hays0108

(3) The 1,008.47016 shares of common stock (having a par value of \$1.00 per share) of Idaho ("Idaho Common Stock") are owned by the following shareholders in the amounts set forth opposite their respective names:

G. Gard Hays	1,000
BRAIN Employee Stock Bonus Trust	8.47016

which shares are issued and outstanding on the Effective Date shall, by virtue of the merger and without any action on the part of the holders thereof, be converted into the following number of shares of common stock, having a par value of \$100.00 per share, of Bearing & Rim ("Bearing & Rim Common Stock"), as are set forth below opposite the names of the respective shareholders:

G. Gard Hays	4.8106
BRAIN Employee Stock Bonus Trust	1.0361

(4) All treasury stock owned by Northwest, Advance or Idaho, respectively, shall, by virtue of the merger, and without any action on the part of Northwest, Advance, or Idaho, be retired and cancelled.

(5) Each certificate evidencing ownership of the shares of Bearing & Rim Common Stock issued and outstanding on the Effective Date shall continue to evidence ownership of the same number of shares of Bearing & Rim Common Stock.

4.2 Exchange of Certificates. As promptly as practicable after the Effective Date, the holders of the outstanding certificates theretofore representing shares of Northwest Common Stock, Advance Common Stock, and Idaho Common Stock shall surrender the same to G. Gard Hays, as transfer agent, and shall receive in exchange a certificate or certificates representing the number of shares of Bearing & Rim Common Stock into which the shares of Northwest Common Stock, Advance Common Stock, or Idaho Common Stock represented by the certificate or certificates so surrendered shall have been converted.

Section 5. APPROVAL OF SHAREHOLDERS.

This Agreement and Plan of Merger shall be submitted to the shareholders of Northwest, Advance, Idaho, and Bearing & Rim for the purpose of considering and acting thereon, and if this Agreement and Plan of Merger be approved and adopted by such shareholders by the votes required in the Certificate or Articles of Incorporation of the respective corporations and by the laws of the States of Delaware, Washington and Idaho, then the required number of originals of Articles of Merger shall be executed, verified, and filed for record with the Secretary of State of the State of Washington pursuant to the laws of Washington and the required number of originals of Articles of Merger shall be executed, verified,

and filed for record with the Secretary of State of the State of Idaho, pursuant to the laws of the State of Idaho. In addition, this Agreement shall be executed, certified, acknowledged and filed for record with the Secretary of State of the State of Delaware and the appropriate county officials, pursuant to the laws of Delaware or, in lieu thereof, the required number of originals of a Certificate of Merger, shall be executed and filed for record with the Secretary of State of the State of Delaware, and in the office of the Recorder of New Castle County, Delaware.

Section 6. EFFECT OF THE MERGER.

On the Effective Date of this Agreement and the Certificate of Merger (and the filing of the Articles of Merger), the separate existence of Northwest, Advance, and Idaho shall cease, and they shall be merged into Bearing & Rim, the Surviving Corporation, in accordance with the provisions of this Agreement and Plan of Merger. The Surviving Corporation shall, pursuant to the applicable Delaware law, possess all the rights, privileges, powers, franchises and immunities as well of a public as of a private nature and be subject to all the restrictions, liabilities, disabilities and duties of Northwest, Advance, and Idaho, and each of the rights, privileges, powers, franchises, immunities, and all interests of Northwest, Advance, and Idaho shall be thereafter as effectually the property of the Surviving Corporation as they were of Northwest, Advance, and Idaho as the case may be, and the title to any real estate, whether by deed or otherwise, vested in any Constituent Corporation, shall not revert or be in any way impaired by reason of this merger; provided, that all rights of creditors and all liens upon the property of any Constituent Corporation shall be preserved unimpaired, and all debts, liabilities, and duties of Northwest,

Advance, and Idaho shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if the same debts, liabilities, and duties had been incurred or contracted by it.

Section 7. REPRESENTATIONS AND WARRANTIES OF NORTHWEST.

Northwest represents and warrants that:

7.1 Corporate Organization and Good Standing. Northwest is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

7.2 Capitalization. Northwest's authorized capital stock consists of 1,000 shares of Northwest Common Stock, having a par value of \$50.00 per share, of which 806.12337 shares are issued and outstanding, fully paid and nonassessable. There are no options, warrants or rights outstanding to purchase the shares of Northwest Common Stock from Northwest except those held by BRAIN Employee Stock Bonus Trust as is more fully described in Schedule A attached.

7.3 Financial Statements. Northwest's audited balance sheet as of December 31, 1978, and the related statement of income and retained earnings for the year then ended, copies of which have been delivered by Northwest to the other Constituent Corporations, fairly present the financial condition of Northwest as of said date, and the results of its operations for the period then ended, in conformity with generally accepted accounting principles, consistently applied for the periods covered.

7.4 Absence of Undisclosed Liabilities. Except to the extent reflected or reserved against in Northwest's balance sheet as of December 31, 1978, Northwest did not have at that date any liabilities or obligations (secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

7.5 Absence of Certain Changes. Except as heretofore disclosed in writing by Northwest to the other Constituent Corporations, there has been no material adverse change in the business, properties or financial condition of Northwest since December 31, 1978.

7.6 Litigation. Except as heretofore disclosed in writing by Northwest to the other Constituent Corporations, there is no litigation, proceeding or investigation pending or, to the knowledge of Northwest, threatened against Northwest which, if successful, might result in a material adverse change in the business, property or financial condition of Northwest, or which questions the validity or legality of this Agreement, or of any action taken or to be taken by Northwest in connection with this Agreement.

7.7 Contracts. Except as heretofore disclosed in writing by Northwest to the other Constituent Corporations, Northwest is not a party to any material contract not in the ordinary course of business which is to be performed in whole or in part at or after the date of this Agreement.

7.8 Title. Northwest has good and valid title to all the property included in the balance sheet of Northwest as of December 31, 1978, other than property disposed of in the ordinary course of business after said date. Except as heretofore disclosed in writing by Northwest to the other Constituent Corporations, the properties of Northwest are not subject to any mortgage, encumbrance, or lien of any kind except minor encumbrances which do not materially interfere with the use of the property in the conduct of the business of Northwest.

7.9 No Violation. Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease or agreement, or any order, judgment, decree, law or regulation, to which

any property of Northwest is subject or by which Northwest is bound, except for breaches or defaults which in the aggregate would not have a materially adverse effect on Northwest's properties, business operations or financial condition.

7.10 Authorization. Execution of this Agreement has been duly authorized and approved by Northwest's Board of Directors.

Section 8. REPRESENTATIONS AND WARRANTIES OF ADVANCE.

Advance represents and warrants that:

8.1 Corporate Organization and Good Standing. Advance is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

8.2 Capitalization. Advance's authorized capital stock consists of 50,000 shares of advance Common Stock, having a par value of \$1.00 per share, of which 3,000 shares are issued and outstanding, fully paid and nonassessable. There are no options, warrants or rights outstanding to purchase shares of Advance Common Stock from Advance, except those held by BRAIN Employee Stock Bonus Trust as is more fully described in Schedule A attached.

8.3 Financial Statements. Advance's audited balance sheet as of December 31, 1978 and the related statement of income and retained earnings for the year then ended, copies of which have been delivered by Advance to the other Constituent Corporations, fairly present the financial condition of Advance as of said date, and the results of its operations for the period then ended, in conformity with generally accepted accounting principles consistently applied for the periods covered.

8.4 Absence of Undisclosed Liabilities. Except to the extent reflected or reserved against in Advance's balance

sheet as of December 31, 1978, Advance did not have at that date any liabilities or obligations (secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

8.5 Absence of Certain Changes. Except as heretofore disclosed in writing by Advance to the other Constituent Corporations, there has been no material adverse change in the business, properties, or financial condition of Advance since December 31, 1978.

8.6 Litigation. Except as heretofore disclosed in writing by Advance to the other Constituent Corporations, there is no litigation, proceeding or investigation pending or, to the knowledge of Advance, threatened against Advance which, if successful, might result in a material adverse change in the business, property or financial condition of Advance, or which questions the validity or legality of this Agreement, or of any action taken or to be taken by Advance in connection with this Agreement.

8.7 Contracts. Except as heretofore disclosed in writing by Advance to the other Constituent Corporations, Advance is not a party to any material contract not in the ordinary course of business which is to be performed in whole or in part at or after the date of this Agreement.

8.8 Title. Advance has good and valid title to all the property included in the balance sheet of Advance as of December 31, 1978 other than property disposed of in the ordinary course of business after said date. Except as heretofore disclosed in writing by Advance to the other Constituent Corporations, the properties of Advance are not subject to any mortgage, encumbrance or lien of any kind except minor encumbrances which do not materially interfere

with the use of the property in the conduct of the business of Advance.

8.9 No Violation. Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease or agreement, or any order, judgment, decree, law or regulation, to which any property of Advance is subject or by which Advance is bound, except for breaches or defaults which in the aggregate would not have a materially adverse effect on Advance's properties, business operations or financial condition.

8.10 Authorization. Execution of this Agreement has been duly authorized and approved by Advance's Board of Directors.

Section 9. REPRESENTATIONS AND WARRANTIES OF IDAHO.

Idaho represents and warrants that:

9.1 Corporate Organization and Good Standing. Idaho is a corporation duly organized, validly existing and in good standing under the laws of the State of Idaho.

9.2 Capitalization. Idaho's authorized capital stock consists of 25,000 shares of Idaho Common Stock, having a par value of \$1.00 per share, of which 1,008.47016 shares are issued and outstanding, fully paid and nonassessable. There are no options, warrants, or rights outstanding to purchase shares of Idaho Common Stock from Idaho, except those held by BRAIN Employee Stock Bonus Trust as is more fully described in Schedule A attached.

9.3 Financial Statements. Idaho's audited balance sheet as of December 31, 1978, and the related statement of income and retained earnings for the year then ended, copies of which have been delivered by Idaho to the other Constituent Corporations, fairly present the financial condition of Idaho as of said date, and the results of its operations for

the period then ended, in conformity with generally accepted accounting principles consistently applied for the periods covered.

9.4 Absence of Undisclosed Liabilities. Except to the extent reflected or reserved against in Idaho's balance sheet as of December 31, 1978, Idaho did not have at that date any liabilities or obligations (Secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

9.5 Absence of Certain Changes. Except as heretofore disclosed in writing by Idaho to the other Constituent Corporations, there has been no material adverse change in the business, properties, or financial condition of Idaho since December 31, 1978.

9.6 Litigation. Except as heretofore disclosed in writing by Idaho to the other Constituent Corporations, there is no litigation, proceeding or investigation pending or, to the knowledge of Idaho, threatened against Idaho which, if successful, might result in a material adverse change in the business, property or financial condition of Idaho, or which questions the validity or legality of this Agreement, or of any action taken or to be taken by Idaho in connection with this Agreement.

9.7 Contracts. Except as heretofore disclosed in writing by Idaho to the other Constituent Corporations, Idaho is not a party to any material contract not in the ordinary course of business which is to be performed in whole or in part at or after the date of this Agreement.

9.8 Title. Idaho has good and valid title to all of the property included in the balance sheet of Idaho as of December 31, 1978, other than property disposed of in the ordinary course of business after said date. Except as

heretofore disclosed in writing by Idaho to the other Constituent Corporations, the properties of Idaho are not subject to any mortgage, encumbrance or lien of any kind except minor encumbrances which do not materially interfere with the use of the property in the conduct of the business of Idaho.

9.9 No Violation. Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease or agreement, or any order, judgment, decree, law or regulation, to which any property of Idaho is subject or by which Idaho is bound, except for breaches or default which in the aggregate would not have a materially adverse effect on Idaho's properties, business operations or financial condition.

9.10 Authorization. Execution of this Agreement has been duly authorized and approved by Idaho's Board of Directors.

Section 10. REPRESENTATIONS AND WARRANTIES OF BEARING & RIM.

Bearing & Rim represents and warrants that:

10.1 Corporate Organization and Good Standing. Bearing & Rim is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

10.2 Capitalization. Bearing & Rim's authorized capital stock consists of 500 shares of Bearing & Rim Common Stock, having a par value of \$100.00 per share, of which 170.72255 shares are issued and outstanding, fully paid and nonassessable. There are no options, warrants or rights outstanding to purchase shares of Bearing & Rim Common Stock from Bearing & Rim, except those held by BRAIN Employee Stock Bonus Trust as is more fully described in Schedule A attached.

10.3 Financial Statements. Since Bearing & Rim is the successor in interest to all of the assets and liabilities

of Bearing & Rim Supply Co., a Washington corporation, the balance sheet as of December 31, 1978 and the related statement of income and retained earnings for the year then ended of that predecessor corporation are hereinafter referred to as the financial statements of Bearing & Rim. These financial statements have been made available by Bearing & Rim to the other Constituent Corporations, which statements fairly present the financial condition of Bearing & Rim as of said date, and the results of its operations for the period then ended, in conformity with generally accepted accounting principles consistently applied for the periods covered.

10.4 Absence of Undisclosed Liabilities. Except to the extent reflected or reserved against in Bearing & Rim's financial statements, Bearing & Rim did not have at that date any liabilities or obligations (secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

10.5 Absence of Certain Changes. Except as heretofore disclosed in writing by Bearing & Rim to the other Constituent Corporations, there has been no material adverse change in the business, properties or financial condition of Bearing & Rim since the date of its financial statements.

10.6 Litigation. Except as heretofore disclosed in writing by Bearing & Rim to the other Constituent Corporations, there is no litigation, proceeding or investigation pending or, to the knowledge of Bearing & Rim, threatened against Bearing & Rim which, if successful, might result in a material adverse change in the business, property or financial condition of Bearing & Rim, or which questions the validity or legality of this Agreement, or of any action taken or to be taken by Bearing & Rim in connection with this Agreement.

10.7 Contracts. Except as heretofore disclosed in writing by Bearing & Rim to the other Constituent Corporations, Bearing & Rim is not a party to any material contract not in the ordinary course of business which is to be performed in whole or in part at or after the date of this Agreement.

10.8 Title. Bearing & Rim has good and valid title to all the property included in the financial statements of Bearing & Rim other than property disposed of in the ordinary course of business after the date thereof. Except as heretofore disclosed in writing by Bearing & Rim to the other Constituent Corporations, the properties of Bearing & Rim are not subject to any mortgage, encumbrance, or lien of any kind except minor encumbrances which do not materially interfere with the use of the property in the conduct of the business of Bearing & Rim.

10.9 No Violation. Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease or agreement, or any order, judgment, decree, law or regulation, to which any property of Bearing & Rim is subject or by which Bearing & Rim is bound, except for breaches or defaults which in the aggregate would not have a materially adverse effect on Bearing & Rim's properties, business operations or financial condition.

10.10 Authorization. Execution of this Agreement has been duly authorized and approved by Bearing & Rim's Board of Directors.

Section 11. CONDUCT OF NORTHWEST PENDING THE EFFECTIVE DATE.

Northwest covenants that between the date of this Agreement and the Effective Date:

11.1 Articles of Incorporation and Bylaws. No change will be made in Northwest's articles of incorporation or bylaws.

11.2 Capital Stock. Northwest will not make any change in its authorized or issued capital stock, declare or pay any dividends or other distribution with respect to its stock, or issue, encumber, purchase, or otherwise acquire any of its stock.

11.3 Shareholders' Meeting. Northwest will submit this Agreement to the shareholders' meeting contemplated by Section 5 with a favorable recommendation by its Board of Directors, and will use its best efforts to obtain the requisite shareholder approval.

11.4 Conduct of Business. Northwest will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of Bearing & Rim, enter into any material commitment except in the ordinary course of business.

Section 12. CONDUCT OF ADVANCE PENDING THE EFFECTIVE DATE.

Advance covenants that between the date of this Agreement and the Effective Date:

12.1 Articles of Incorporation and Bylaws. No change will be made in Advance's articles of incorporation or bylaws.

12.2 Capital Stock. Advance will not make any change in its authorized or issued capital stock, declare or pay any dividends or other distribution with respect to its stock, or issue, encumber, purchase, or otherwise acquire any of its stock.

12.3 Shareholders' Meeting. Advance will submit this Agreement to the shareholders' meeting contemplated by Section 5 with a favorable recommendation by its Board of Directors, and will use its best efforts to obtain the requisite shareholder approval.

12.4 Conduct of Business. Advance will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of Bearing & Rim, enter into any material commitment except in the ordinary course of business.

Section 13. CONDUCT OF IDAHO PENDING THE EFFECTIVE DATE.

Idaho covenants that between the date of this Agreement and the Effective Date:

13.1 Articles of Incorporation and Bylaws. No change will be made in Idaho's articles of incorporation or bylaws.

13.2 Capital Stock. Idaho will not make any change in its authorized or issued capital stock, declare or pay any dividends or other distribution with respect to its stock, or issue, encumber, purchase, or otherwise acquire any of its stock.

13.3 Shareholders' Meeting. Idaho will submit this Agreement to the shareholders' meeting contemplated by Section 5 with a favorable recommendation by its Board of Directors, and will use its best efforts to obtain the requisite shareholder approval.

13.4 Conduct of Business. Idaho will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of Bearing & Rim, enter into any material commitment except in the ordinary course of business.

Section 14. CONDUCT OF BEARING & RIM PENDING THE EFFECTIVE DATE.

Bearing & Rim covenants that between the date of this Agreement and the Effective Date:

14.1 Certificate of Incorporation and Bylaws. No change will be made in Bearing & Rim's certificate of incorporation and bylaws.

14.2 Capital Stock. Bearing & Rim will not make any change in its authorized or issued capital stock, declare or pay any dividends or other distributions with respect to its stock, or issue, encumber, purchase, or otherwise acquire any of its stock.

14.3 Shareholders' Meeting. Bearing & Rim will submit this Agreement to the shareholders' meeting contemplated by Section 5 with a favorable recommendation by its Board of Directors, and will use its best efforts to obtain the requisite shareholder approval.

14.4 Conduct of Business. Bearing & Rim will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of the other Constituent Corporations, enter into any material commitment except in the ordinary course of business.

Section 15. CONDITIONS PRECEDENT TO OBLIGATION OF NORTHWEST, ADVANCE AND IDAHO.

The obligations of Northwest, Advance and Idaho to consummate this merger shall be subject to fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by such Constituent Corporations:

15.1 Bearing & Rim's Representations and Warranties. The representations and warranties of Bearing & Rim set forth in Section 10 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

15.2 Bearing & Rim's Covenants. Bearing & Rim shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.

15.3 Shareholder Approval. This Agreement shall have been adopted by the necessary vote of holders of the capital stock of the Constituent Corporations as set forth in Section 5 hereof.

Section 16. CONDITIONS PRECEDENT TO OBLIGATION OF BEARING & RIM.

Bearing & Rim's obligation to consummate this merger shall be subject to fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by Bearing & Rim:

16.1 Other Constituent Corporations, Representations and Warranties. The representations and warranties of the other Constituent Corporations (Northwest, Advance, and Idaho) set forth in Sections 7, 8, and 9 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

16.2 Other Constituent Corporations' Covenants. The other Constituent Corporations shall have performed all covenants, required by this Agreement to be performed by them on or before the Effective Date.

16.3 Shareholder Approval. This Agreement shall have been adopted by the necessary vote of holders of the capital stock of the Constituent Corporations as set forth in Section 5 hereof.

Section 17. ACCESS.

From the date hereof to the Effective Date, the Constituent Corporations shall provide each other with such information

and permit each other's officers and representatives such access to its properties and books and records as the others may from time to time reasonably request. If the merger is not consummated, all documents received in connection with this Agreement shall be returned to the party furnishing the same, and all information so received shall be treated as confidential.

Section 18. TERMINATION.

18.1 Circumstances of Termination. This Agreement may be terminated (notwithstanding approval by the shareholders of the Constituent Corporations):

(1) By the mutual consent in writing of the Boards of Directors of Northwest, Advance, Idaho, and Bearing & Rim.

(2) By the Board of Directors of Northwest, Advance, or Idaho if any condition provided in Section 15 hereof has not been satisfied or waived on or before the Effective Date.

(3) By the Board of Directors of Bearing & Rim if any condition provided in Section 16 hereof has not been satisfied or waived on or before the Effective Date.

18.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 18.1 hereof, each party shall pay the cost and expenses incurred by it in connection with this Agreement, and no party (or any of its officers, directors and shareholders) shall be liable to any other party for any costs, expenses, damage or loss of anticipated profits hereunder.

Section 19. NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

The representations and warranties set out in Sections 7, 8, 9, and 10 hereof shall not survive the Effective Date,

and no party to this Agreement shall have any claim thereafter against any other party with respect thereto.

Section 20. GENERAL PROVISIONS.

20.1 Effective Date. The effective date of this Agreement shall be the close of business on December 31, 1979 ("Effective Date" herein) notwithstanding the filing of the Agreement or Certificate of Merger (or Articles of Merger) at an earlier date.

20.2 Further Assurances. At any time, and from time to time, after the Effective Date, each party shall execute such additional instruments and take such action as may be reasonably requested by the other parties to confirm or perfect title to any property transferred hereunder, or otherwise to carry out the intent and purposes of this Agreement.

20.3 Waiver. Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the party or parties to whom such compliance is owed.

20.4 Brokers. Each party represents to the other party that no broker or finder has acted for it in connection with this Agreement, and agrees to indemnify and hold harmless the other parties against any fee, loss or expense arising out of claims by brokers or finders employed or alleged to have been employed by it.

20.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given, if delivered in person or sent by registered or certified mail, postage prepaid, addressed as follows:

If to Bearing & Rim:	Mr. G. Gard Hays
	East 714 Pacific Avenue
	Spokane, WA 99202

If to Northwest: Mr. James L. State
East 306 Jackson
Spokane, WA 99207

If to Advance: Mr. James L. State
East 306 Jackson
Spokane, WA 99207

If to Idaho: Mr. G. Gard Hays
East 714 Pacific Avenue
Spokane, WA 99202

20.6 Amendment. This Agreement may be amended at any time prior to the Effective Date, whether before or after approval by the shareholders, by a written instrument executed by Bearing & Rim, Northwest, Advance, and Idaho with the approval of their respective Boards of Directors.

20.7 Entire Agreement. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained.

20.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

20.9 Assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by any party of its rights under this Agreement without the written consent of the other parties shall be void.

20.10 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority given them by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be signed

by their respective Presidents and Secretaries, as of the
date first above written.

BEARING & RIM SUPPLY CO.

By: Mary K. Hart
Mary K. Hart, President

Attest:

Harold T. Hart
Harold T. Hart, Secretary

NORTHWEST WHEEL, INC.

By: James L. State
James L. State, President

Attest:

Carl R. Norberg
Carl R. Norberg, Secretary

ADVANCE WHEEL, INC.

By: James L. State
James L. State, President

Attest:

G. Gard Hays
G. Gard Hays, Secretary

IDAHO AUTOMOTIVE SUPPLY, INC.

By: G. Gard Hays
G. Gard Hays, President

Attest:

Harold T. Hart
Harold T. Hart, Secretary

STATE OF WASHINGTON,)
) ss.
County of Spokane.)

On this 14th day of December, 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared James L. State and Carl R. Norberg, to me known to be the President and Secretary, respectively, of Northwest Wheel, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the
day and year in this certificate above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Spokane.

STATE OF WASHINGTON,)
) ss.
County of Spokane.)

On this 14th day of December, 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared James L. State and G. Gard Hays, to me known to be the President and Secretary, respectively, of Advance Wheel, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the
day and year in this certificate above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Spokane.

STATE OF WASHINGTON,)
) ss.
County of Spokane.)

On this 14th day of December, 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared G. Gard Hays and Harold T. Hart, to me known to be the President and Secretary, respectively, of Idaho Automotive Supply, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the
day and year in this certificate above written.

NOTARY PUBLIC in and for the State
of Washington, residing at Spokane.

CERTIFICATE OF SECRETARY
OF BEARING & RIM SUPPLY CO.

I, Harold T. Hart, Secretary of Bearing & Rim Supply Co., a Delaware corporation, hereby certify that the Agreement and Plan of Merger on which this certificate is made, after first being signed by the authorized officers of each Constituent Corporation, was duly submitted to the shareholders of Bearing & Rim Supply Co. pursuant to notice given of a special meeting of shareholders duly called for the purpose of considering such Agreement and Plan of Merger, in accordance with the laws of the State of Delaware applicable thereto; and that, in lieu of such meeting, those shareholders representing all of the outstanding stock of Bearing & Rim Supply Co. unanimously voted for the adoption of such Agreement and Plan of Merger by executing a Consent of Shareholders pursuant to Section 228 of the general corporation law of the State of Delaware.

DATED: December 14, 1979.



Harold T. Hart, Secretary

SCHEDULE A

BRAIN Employee Stock Bonus Trust is a qualified Stock Bonus Plan under Sections 501(c)(3) and 401, et. seq., of the Internal Revenue Code. The Plan also meets the requirements of the ERISA (Employee Income Retirement Security Act of 1974) regulations which require that the Plan distribute its retirement benefits in the form of qualified employer securities. Such requirement may necessitate from time to time an acquisition of qualified employer securities from the Surviving Corporation to meet the benefit distribution requirements of the BRAIN Employee Stock Bonus Plan.