

State of Idaho

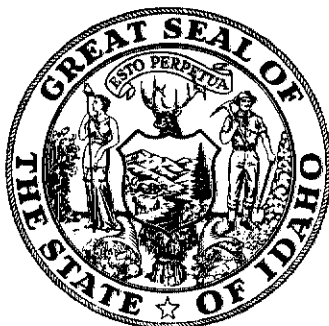
Department of State

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 A-1 SPEED-O-MOTIVE MUFFLER SERVICE, INC. a California corporation into A-1 SPEED-O-MOTIVE, INC. an Idaho corporation number C 107857, duly executed 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 merger.

Dated: October 19, 1995



Pete T. Cenarrusa
SECRETARY OF STATE

By

Shirley Delvec

ARTICLES OF MERGER

A-1 Speed-O-Motive, Inc., an Idaho corporation, the surviving corporation in a merger effected pursuant to the Idaho Corporation Act and the California Business Corporation Act, submits the following articles of merger for filing pursuant to the Idaho Business Corporation Act and the California Business Corporation Act:

1. The names of the constituent corporations in the merger are A-1 Speed-O-Motive, Inc., an Idaho corporation (Idaho Corporation No. C-107857) and A-1 Speed-O-Motive Muffler Service, Inc., a California corporation (California Corporation No. D-0708662).

2. The surviving corporation in the merger is A-1 Speed-O-Motive, Inc., an Idaho corporation.

3. A copy of the plan of merger is attached as Exhibit A.

4. The plan of merger was approved by the holders of common stock of A-1 Speed-O-Motive, Inc., an Idaho corporation ("Idaho"), voting as a single voting group, such approval being the only shareholder approval required on the part of Idaho. At the date of the shareholder vote, there were 100 shares of common stock of Idaho outstanding, all of which were entitled to be cast with respect to approval of the merger; 100 shares were voted for the plan of merger, and none were voted against approval of the plan of merger.

5. The plan of merger was approved by the holders of common stock of A-1 Speed-O-Motive Muffler Service, Inc., a California corporation ("California"), voting as a single voting group, such approval being the only shareholder approval required on the part of California. At the date of the shareholder vote, there were 45,214.50 shares of common stock of California outstanding, all of which were entitled to be cast with respect to approval of the merger; 45,214.50 shares were voted for the plan of merger, and none were voted against approval of the plan of merger.

6. The merger shall be effective at the end of September 30, 1995.

IN WITNESS WHEREOF, the undersigned constituent corporations have executed these articles of merger effective at the end of September 30, 1995.

**A-1 Speed-O-Motive Muffler
Service, Inc., a California corporation**

By: 
Barry Lee Blume, President

By: 
Vivian B. Blume, Secretary

**A-1 Speed-O-Motive, Inc.,
an Idaho corporation**

By: 
Barry Lee Blume, President

By: 
Vivian B. Blume, Secretary

Verified by:


Vivian B. Blume, Secretary


Vivian B. Blume, Secretary
IDAHO SECRETARY OF STATE

Person to contact about this filing:

Vivian B. Blume
(208) 452-4912

10/19/95 9:00:00 AM
Customer # 50236
IVC960019628 16384

ARTICLES OF MERGER

CORPORATION MERGER

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AGREEMENT AND PLAN OF MERGER

EFFECTIVE DATE: September 30, 1995

PARTIES: A-1 Speed-O-Motive Muffler ("California")
Service Inc., a California
corporation

A-1 Speed-O-Motive, Inc., ("Idaho")
an Idaho corporation

California and Idaho are referred to jointly as the Constituent Corporations in some sections of this Agreement.

RECITALS:

A. The Constituent Corporations desire to effect a merger on the terms set forth in this Agreement, pursuant to the provisions of the Idaho Business Corporation Act and the California Business Corporation Act.

B. The Constituent Corporations intend the merger to be a reorganization within the meaning of IRC §368(a)(1)(A), 368(a)(1)(F), or both.

AGREEMENT:

SECTION 1. MERGER OF CONSTITUENT CORPORATIONS

1.1 Merger. At the Effective Date, as defined in Section 1.3, California shall be merged into Idaho, the separate existence of California shall cease, and Idaho shall survive as a corporation under the name (the "Surviving Corporation"), organized under and governed by Idaho law. From that time, the Surviving Corporation, to the extent consistent with its articles of incorporation as altered by the merger, shall possess all the rights, privileges, immunities, and franchises of each of the Constituent Corporations; all property belonging to California shall be transferred to, and vested in, the Surviving Corporation without further act or deed; the Surviving Corporation shall be responsible for all liabilities of each of the Constituent Corporations; all in the manner and with the effect set forth in the Idaho Business Corporation Act.

1.2 Further Assurances. From time to time after the Effective Date, the officers and directors of California last in office shall execute and deliver such deeds and other instruments and shall cause to be taken such further actions as shall reasonably be necessary in order to vest, or perfect in, the Surviving Corporation title to, and possession of, all the property, interests, assets, rights, immunities, and franchises of California.

1.3 Effective Date. The merger of California and Idaho shall become effective at the end of September 30, 1995. The date and time of such filing are herein called the Effective Date.

1.4 Closing. Subject to the satisfaction of the conditions set forth in Section 4 of this Agreement, the closing of the contemplated transactions shall occur at the principal offices of Idaho in Fruitland, Idaho, effective at the end of September 30, 1995, or at such other time and place as the Constituent Corporations may mutually agree upon. At such time, the parties shall cause articles of merger to be filed and the merger to become effective.

SECTION 2. ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS, AND OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of Idaho shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

2.2 Bylaws. The Bylaws of Idaho as in effect immediately before the Effective Date shall be the Bylaws of the Surviving Corporation until amended or repealed.

2.3 Directors and Officers. The board of directors of the Surviving Corporation shall consist of persons who are the board of directors of Idaho immediately before the Effective Date, and they shall hold office in each case until their successors are elected and qualify. The officers of the Surviving Corporation shall be persons who are the officers of Idaho immediately before the Effective Date, and they shall hold office in each case at the pleasure of the board of directors of the Surviving Corporation.

SECTION 3. MANNER AND BASIS OF CONVERTING SHARES

3.1 Conversion of Shares. At the Effective Date:

3.1.1 Each share of common stock of California that is issued and outstanding immediately before the Effective Date (except as provided in Section 3.1.3) shall be converted into .00221168 shares of fully paid and nonassessable common stock of the Surviving Corporation; the total number of such shares received by a former California shareholder shall be rounded up or down to the nearest whole number.

3.1.2 Each share of common stock of Idaho that is issued and outstanding immediately before the Effective Date (except as provided in Section 3.1.4 of this Agreement) shall continue to be an issued and outstanding share of common stock of the Surviving Corporation.

3.1.3 Each share of common stock of California that is owned by Idaho immediately before the Effective Date shall be cancelled.

3.1.4 Each share of common stock of Idaho that is owned by California immediately before the Effective Date shall be cancelled.

3.2 Adjustment of Conversion Ratio. If, before the Effective Date, California or Idaho shall reclassify, combine, or subdivide its common stock, or declare or pay any dividend or distribution in shares of its common stock, or shall agree to do any of the foregoing as of a record date before the Effective Date, then an appropriate adjustment shall be made in the number of shares of common stock of the Surviving Corporation into which shares of common stock of California would otherwise be converted by the merger.

2 - AGREEMENT AND PLAN OF MERGER

3.3 Certificates for Shares. Each certificate that, before the Effective Date, represented shares of common stock of Idaho, from and after the Effective Date, shall represent shares of common stock of the Surviving Corporation. Each certificate that, before the Effective Date, represented shares of common stock of California, from and after the Effective Date, shall represent the number of shares of common stock of Idaho into which such shares are converted. Each holder of shares of common stock of California that are converted in the merger into shares of common stock of the Surviving Corporation, upon surrender of the certificate therefor to the Surviving Corporation, shall be entitled to receive a certificate evidencing the ownership of shares of the Surviving Corporation into which such shares of common stock of California are converted at the Effective Date.

SECTION 4. CONDITIONS

4.1 Conditions to Obligation of California. The obligation of California to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

4.1.1 There shall not have been any material adverse change in the business or financial condition of Idaho before the Effective Date.

4.1.2 This Agreement shall have been duly approved by the board of directors of Idaho in accordance with the Idaho Business Corporation Act.

4.1.3 This Agreement shall have been approved by the holders of a majority of the outstanding shares of common stock of California entitled to vote thereon and by the holders of a majority of the outstanding shares of common stock of Idaho entitled to vote thereon in accordance with the California Business Corporation Act.

4.2 Conditions to Obligation of Idaho. The obligation of Idaho to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

4.2.1 There shall not have been any material adverse change in the business or financial condition of California before the Effective Date.

4.2.2 This Agreement shall have been duly approved by the board of directors of California in accordance with the California Business Corporation Act.

4.2.3 This Agreement shall have been approved by the holders of a majority of the outstanding shares of common stock of California entitled to vote thereon and by the holders of a majority of the outstanding shares of common stock of Idaho entitled to vote thereon in accordance with the Idaho Business Corporation Act.

4.2.4 There shall not have been received before the taking of the vote of shareholders of the respective Constituent Corporations written notices of intention to demand payment of the fair value of the shares in accordance with provisions of the provisions of the Idaho Business Corporation Act or the California Business Corporation Act from the holders of either California or Idaho common stock.

SECTION 5. TERMINATION

5.1 Failure of Shareholder Approval. This Agreement shall automatically terminate in the event it is brought to a vote and not adopted by the holders of a majority of the outstanding shares of common stock of either California or Idaho, respectively, entitled to vote thereon at a meeting called for such purpose in accordance with the Idaho Business Corporation Act or the California Business Corporation Act.

5.2 Other Termination. This Agreement may be terminated and the merger abandoned at any time before the Effective Date, whether before or after submission to or approval by the shareholders of either of the Constituent Corporations:

5.2.1 By mutual agreement of the boards of directors of California and Idaho;

5.2.2 By the board of directors of California if any condition provided in Section 4.1 of this Agreement has not been satisfied or waived on or before the Effective Date;

5.2.3 By the board of directors of Idaho if any condition provided in Section 4.2 of this Agreement has not been satisfied or waived on or before the Effective Date; or

5.3 Effect of Termination. If this Agreement is terminated as provided in this Section 5, it shall become wholly void and of no effect, each party shall bear its own expenses, and, except for liability of a party when default by such party has occasioned the termination of this Agreement by the nondefaulting party, there shall be no liability or obligation on the part of either party.

SECTION 6. MISCELLANEOUS PROVISIONS

6.1 Waivers. Each party, by written instrument, may extend the time for performance of any of the obligations or other acts of the other party, waive performance of any of the obligations of the other party set forth in this Agreement, or waive any condition to its obligation to effect the merger other than the conditions contained in Sections 4.1.2, 4.1.3, 4.2.2, and 4.2.3 of this Agreement.

6.2 Amendment. This Agreement may be amended at any time before the Effective Date, whether before or after the meetings of the shareholders of the respective Constituent Corporations with approval of the respective boards of directors of the Constituent Corporations, provided that no amendment shall change the conversion ratios set forth in Section 3.1 of this Agreement without the approval of the shareholders of the Constituent Corporations.

**A-1 Speed-O-Motive, Inc.,
an Idaho corporation**

By: 
Barry Lee Blume, President

**A-1 Speed-O-Motive Muffler
Services, Inc., a California corporation**

By: 
Barry Lee Blume, President