

MERGER AGREEMENT

THIS AGREEMENT made and entered into as of the 31st day of March, 1973, between KIRKHAM AUTO PARTS SERVICE COMPANY OF BLACKFOOT, IDAHO, an Idaho corporation, with its principal place of business at Blackfoot, Bingham County, Idaho, hereinafter referred to as the "Blackfoot Corporation", and KIRKHAM AUTO PARTS SERVICE COMPANY OF RIGBY, IDAHO, an Idaho corporation, with its principal place of business at Rigby, Idaho, hereinafter referred to as the "Merging Corporation",

W I T N E S S E T H:

WHEREAS, the respective Board of Directors of the Blackfoot Corporation and the Merging Corporation have determined that it is advisable and in the best interest of such corporations and their respective stockholders that the Merging Corporation be merged into the Blackfoot Corporation, which shall be the surviving corporation in the merger.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. MERGER: The Merging Corporation shall be merged into the Blackfoot Corporation subject to the following terms of merger:

(a) The Merging Corporation shall be merged into the Blackfoot Corporation in accordance with the statutory procedures set forth in Idaho Code Title 30, Chapter 1 thereof, and particularly Sections 30-151 et sequitur.

(b) The Blackfoot Corporation shall be the surviving corporation, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of the Blackfoot Corporation shall continue unaffected and unimpaired by the merger. The Articles of Incorporation and the By-Laws of the Blackfoot Corporation shall remain in effect unaltered as the Articles of Incorporation, and the By-Laws of the surviving corporation, and the duly qualified and acting directors and officers of the Blackfoot Corporation immediately prior to the time when the merger becomes effective ( as provided

hereinafter), hereinafter called the effective time, shall be the directors and officers of the surviving corporation.

(c) The corporate identity, existence, purposes, powers, franchises, rights and immunities of the Merging Corporation shall be merged into the Blackfoot Corporation, and the Blackfoot Corporation shall be fully vested therewith.

(d) The separate existence of the Merging Corporation, except insofar as specifically otherwise provided by law, shall cease at the effective time, whereupon the Merging Corporation and the Blackfoot Corporation shall become a single corporation.

(e) At the effective time, all of the outstanding shares of common stock of the Merging Corporation shall be converted into one (1) share of common stock of the Blackfoot Corporation, fully paid and non-assessable by the Blackfoot Corporation.

2. BASIS OF EXCHANGE: The manner and basis of converting the Merging Corporation into shares of the Blackfoot Corporation shall be as follows:

(a) The outstanding shares of capital stock of the Blackfoot Corporation shall not be changed or converted as a result of the merger, and following the effective time all shares of capital stock of the Blackfoot Corporation heretofore authorized shall be authorized shares of capital stock of the surviving corporation, and all shares of capital stock of the Blackfoot Corporation then outstanding, including shares held in the treasury of the Blackfoot Corporation, shall remain outstanding, shall be fully paid and non-assessable by the Blackfoot Corporation, and shall be subject to all the provisions of this plan of merger.

(b) At the effective time, for each share of common stock of the Merging Corporation of which any person is then the holder of record shall thereupon be converted into one (1) share of common stock of the Blackfoot Corporation. Each such holder of outstanding common stock of the Merging Corporation, upon the surrender to the Blackfoot Corporation of one (1) share of stock

of the Merging Corporation shall be entitled to receive one (1) share of stock in the Blackfoot Corporation to be represented by certificates issued at such time.

3. STOCKHOLDERS' APPROVAL: Upon approving this plan of merger, the Board of Directors of the Merging Corporation and the Blackfoot Corporation, respectively, shall, by resolution, direct that this plan of merger be submitted, pursuant to Idaho Code Section 30-152, to vote at special meetings of shareholders of the Merging Corporation and the Blackfoot Corporation, respectively, to be held on or before March 31, 1973.

4. EFFECTIVE TIME: The merger shall become effective upon the filing of a certified copy of this Merger Agreement in the office of the Secretary of State of the State of Idaho, and in the offices of the County Recorder of the Counties in this State in which the corporate parties have their registered offices.

5. EFFECT OF MERGER: On the effective date of the merger, the Blackfoot Corporation and the Merging Corporation shall cease to exist separately and the Merging Corporation shall be merged with and into the Blackfoot Corporation in accordance with the provisions of this agreement and in accordance with the provisions of Idaho State Law hereinbefore referred to. As provided in Section 30-155, Idaho Code, on the effective date of the merger the surviving corporation shall possess all of the rights, privileges, powers, franchises, and trust and fiduciary duties, powers and obligations, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the constituent corporations, and all and singular, the rights, privileges, powers and franchises, and trust and fiduciary rights, powers, duties, and obligations, of each of the constituent corporations; and all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to

each of the constituent corporations shall be vested in the surviving corporation; that all property, right, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the surviving corporation as it were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise, in either of the constituent corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of either of the constituent corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the respective constituent corporations shall thenceforth attach to the surviving corporation, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the surviving corporation.

6. CAPITAL: On the effective date of the merger there shall be 89,168 shares of the capital stock of the Blackfoot Corporation issued and outstanding and that there shall be 10,806 shares of the common stock of the Blackfoot Corporation issued to the stockholders of the merging corporation in exchange for the surrender by such stockholders of their stock certificates representing stock ownership in the Merging Corporation. The 10,806 shares issued and outstanding shares of the Merging Corporation stock shall be exchanged for the same number of shares of the Blackfoot Corporation stock as aforesaid.

7. NAME: The name of the surviving corporation shall be Kirkham Auto Parts Service Company of Blackfoot, Idaho.

8. AMOUNT OF CAPITAL STOCK: The amount of the capital stock of the surviving corporation shall be \$250,000.00 and shall consist of 250,000 shares of common stock of the par value of \$1.00 each.

9. PRINCIPAL OFFICE: The location of the principal office of the surviving corporation shall be at 164 West Judicial Street,

Blackfoot, Bingham County, Idaho.

10. RIGHT OF AMENDMENT: The surviving corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Articles of Incorporation, as from time to time amended, and any provision contained in this Agreement, in the manner now or hereafter prescribed by law or by such Articles, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Articles of Incorporation, as from time to time amended, or herein, upon any stockholder, director, officer or any other person are subject to this reservation.

11. BY-LAWS OF SURVIVING CORPORATION: On the effective date of the merger, the By-Laws of the Blackfoot Corporation shall be the By-Laws of the surviving corporation until the same shall be altered, amended or repealed, or until new By-Laws shall be adopted, in accordance with the provisions thereof.

12. DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION: The Board of Directors of the surviving corporation shall initially consist of three directors, each of whom shall hold office until the annual meeting of the stockholders of the surviving corporation as set forth in the By-Laws, and until his successor shall have been duly elected and shall have qualified, or until his earlier death, resignation, or removal. The respective names, places of residence, and addresses of such directors are as follows:

NAME	ADDRESS
Michael Kirkham	164 W. Judicial, Blackfoot, Idaho 83221
Judy Kirkham	164 W. Judicial, Blackfoot, Idaho 83221
Ruth Kirkham	164 W. Judicial, Blackfoot, Idaho 83221

The principal officers of the surviving corporation, each of whom shall hold office until his successor shall have been duly elected or appointed, and shall have qualified or until his earlier death, resignation, or removal, and the respective officers, places of residence and Post Office Addresses are as follows:

OFFICE	NAME	ADDRESS
President	Michael Kirkham	164 W. Judicial Blackfoot, Idaho 83221
Vice-President	Judy Kirkham	164 W. Judicial Blackfoot, Idaho 83221
Secretary-Treasurer	Ruth Kirkham	164 W. Judicial Blackfoot, Idaho 83221

IN WITNESS WHEREOF, the Blackfoot Corporation and Merging Corporation have caused this agreement to be signed in their corporate names, by the respective presidents or vice-presidents and their respective secretaries and the seals of the corporations, and also by majorities of the respective Boards of Directors.

KIRKHAM AUTO PARTS SERVICE COMPANY OF  
BLACKFOOT, IDAHO

By

Michael Kirkham  
President

(Corporate Seal)  
ATTEST:

Ruth L. Kirkham  
Secretary

Michael Kirkham  
Director

Judy Kirkham  
Director

Ruth L. Kirkham  
Director

KIRKHAM AUTO PARTS SERVICE COMPANY OF  
RIGBY, IDAHO

By Michael D. Kirkham

(Corporate Seal)  
ATTEST:

Ruth L. Kirkham  
Secretary

Michael D. Kirkham  
Director

Judy Kirkham  
Director

Ruth L. Kirkham  
Director