

C690521 SURU

PLAN AND AGREEMENT OF MERGERFILED KK  
Secretary of State  
State of California VM

MAR 14 2016

This PLAN AND AGREEMENT OF MERGER is made and entered into on December 28, 2015, by and between TEHAMA TIRE SERVICE, INC., OREGON, and TEHAMA TIRE SERVICE, INC. /u

Recitals

A. The parties hereto have deemed it appropriate, desirable and in the best interest of the parties and their respective shareholders to merge on the terms and conditions set forth herein.

B. The parties desire to enter into this Plan and Agreement of Merger to memorialize the understanding and agreement of the parties regarding their merger and certain matters to govern the Surviving Corporation following such merger.

Agreement

1. Definitions. Except as otherwise may be defined in this Plan and Agreement of Merger, the following capitalized terms shall have the meaning set forth below. All capitalized terms not defined in this Section 1 shall have the meaning ascribed to such term in this Plan and Agreement of Merger.

"Agreement" means this Plan and Agreement of Merger, together with the Ancillary Merger Materials.

"Ancillary Merger Materials" means the documents set forth in Section 4 of this Plan and Agreement of Merger.

"Effective Date" means 11:59 p.m. Pacific Time, on December 31, 2015.

"Merging Corporation" means Tehama Tire Service, Inc., Oregon.

"Surviving Corporation" means Tehama Tire Service, Inc.

2. Merger. Provided that this Agreement and the Ancillary Merger Materials have been executed by the applicable parties hereto, each of the parties hereto hereby agree that Merging Corporation shall be merged into Surviving Corporation on the Effective Date (the "Merger"). Except as may otherwise be explicitly agreed to in writing by the parties hereto, in connection with such Merger, all of the rights, title, interests, assets, liabilities, obligations of the Merging Corporation shall be and are accepted and assumed by the Surviving Corporation.

3. Status of Shares; Governing Charter. On the Effective Date,

(a) each outstanding share of the Merging Corporation shall be converted into one (1) share of the Surviving Corporation;

(b) the outstanding shares of the Surviving Corporation shall remain outstanding and are not affected by the merger;

(c) the Bylaws, as so amended, of the Merging Corporation shall be automatically canceled as of the Effective Date; and

(d) the Bylaws, as so amended, of the Surviving Corporation shall remain in full force and effect.

4. Ancillary Merger Materials.

(a) Defined. The Ancillary Merger Materials shall consist of the following documents, each of which shall be delivered to or held by Surviving Corporation, as applicable, for the purposes of consummating the Merger as more particularly set forth herein:

(i) Unanimous Written Consent of Shareholder of Merging Corporation, authorizing and approving this Plan and Agreement of Merger and the consummation of the transactions contemplated herein ("Merging Corporation Shareholder Approval");

(ii) Certificate of Approval of Plan and Agreement of Merger, executed by the President and Secretary of the Merging Corporation ("Merging Corporation Certificate of Approval");

(iii) Articles of Merger – Multi Entity Merger, executed by the President of the Merging Corporation ("OR Merger Articles");

(iv) Unanimous Written Consent of Shareholder of Surviving Corporation, authorizing and approving this Plan and Agreement of Merger and the consummation of the transactions contemplated herein ("Surviving Corporation Shareholder Approval"); and

(v) Certificate of Approval of Plan and Agreement of Merger, executed by the President and Secretary of the Surviving Corporation ("Surviving Corporation Certificate of Approval").

(b) Filings. After delivery to Surviving Corporation of an executed Agreement and the Ancillary Merger Materials, Surviving Corporation shall simultaneously perform, or cause to be performed, the following actions on or prior to the Effective Date:

(i) Attach to this Plan and Agreement of Merger, the executed Merging Corporation Certificate of Approval and the Surviving Corporation Certificate of Approval to this Plan and submit such documents for filing with the California Secretary of State; and

(ii) Attach to the OR Merger Articles, a copy of this Plan and Agreement of Merger, the Merging Corporation Shareholder Approval, and the Surviving

Corporation Shareholder Approval and submit such documents for filing with the Oregon Secretary of State.

5. Representations and Warranties.

(a) Of Surviving Corporation. Surviving Corporation hereby represents and warrants to Merging Corporation that, as of the date of this Agreement and as of the Effective Date, respectively:

(i) Surviving Corporation is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California, with all necessary corporate power, right and legal capacity and authority to enter into the Agreement and to carry out the transactions contemplated thereby;

(ii) The sole shareholder of the Surviving Corporation has authorized and approved the execution, delivery and performance of the terms of the Agreement; and

(iii) The Agreement is, and upon execution will be, a legal, valid and binding obligation on the part of Surviving Corporation, duly enforceable against Surviving Corporation according to their respective terms, except as such limitation may be limited by applicable law.

(b) Of Merging Corporation. Merging Corporation hereby represents and warrants to Surviving Corporation that, as of the date of this Agreement and as of the Effective Date, respectively:

(i) Merging Corporation is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Oregon, with all necessary corporate power, right and legal capacity and authority to enter into the Agreement and to carry out the transactions contemplated thereby;

(ii) The sole shareholder of the Merging Corporation has authorized and approved the execution, delivery and performance of the terms of the Agreement; and

(iii) The Agreement is, and upon execution will be, a legal, valid and binding obligation on the part of Merging Corporation, duly enforceable against Merging Corporation according to their respective terms, except as such limitation may be limited by applicable law.

6. Notice. All notices or other communications required or permitted hereunder will be in writing, and will be personally delivered, sent by overnight mail or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by telecopy, or facsimile addressed to the applicable party at the respective addresses set forth below such party's signature hereto, or at such other place as one party may designate to the other party from time to time in writing in accordance with the terms herein, and will be deemed received upon the earlier of (a) if personally delivered, the date of delivery, (b) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (c) if mailed, three (3) business days after the date of posting by the United States Post office, or (d) if given by telecopy or

facsimile, when sent. Any notice, request, demand, direction or other communication sent by telecopy or facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing

7. Further Acts; Additional Documents. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instructions and take all such action necessary or desirable to evidence or carry out the merger contemplated herein.

8. Effect of Merger. Unless otherwise provided herein, the effect of the merger and the effective date of the merger as prescribed by law.

9. General Provisions.

(a) Entire Agreement. This Agreement, the exhibits referenced herein and the other documents and items specifically referred to herein or therein or delivered pursuant hereto or thereto, constitutes the entire agreement of the parties with respect to the transactions contemplated by this Agreement. All exhibits referred to herein are intended to be and are specifically made a part of this Agreement. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement and no representation, inducement, promise, or agreement, oral or written, between the parties not embodied by this Agreement will be of any effect.

(b) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) No Waiver. Except as otherwise expressly set forth herein, no failure of any party to exercise any power given that party under this Agreement or to insist on strict compliance by any other party to its obligations, and no custom or practice of the parties in variation with the terms of this agreement will constitute a waiver of any party's right to demand exact compliance with the terms.

(d) No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

(e) Interpretation. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form will include plural and vice versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

(f) Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable,

the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the intention of the parties in executing it.

(g) Counterparts. This Agreement may be executed in one or more counterparts. Each will be deemed an original and all, taken together, will constitute one and the same instrument.

(h) Time of Essence. Time is of the essence as to each and every obligation contained in this Agreement to be performed by the parties.

(i) Governing Law; Venue. This Agreement will be interpreted and construed under and governed by the laws of the State of California. Any action brought by any party under or relating to this Agreement will be brought in and only in a state or federal court of the State of California with appropriate jurisdiction sitting in Tehama County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MERGING CORPORATION**

TEHAMA TIRE SERVICE, INC., OREGON

By Nancy Zirkle  
Name: Nancy Zirkle  
Its: President

By Linda Ludwig  
Name: Linda Ludwig  
Its: Secretary

*Prior to Effective Date:*

Address: 525 Antelope Boulevard  
Red Bluff, California 96080

*After Effective Date:*

Address: c/o Pat Austen  
Cothran & Johnson Accountancy  
710 S. Broadway, Suite 250  
Walnut Creek, California 94596

**SURVIVING CORPORATION**

TEHAMA TIRE SERVICE, INC.

By Nancy Zirkle  
Name: Nancy Zirkle  
Its: President

By Linda Ludwig  
Name: Linda Ludwig  
Its: Secretary

Address: 525 Antelope Boulevard  
Red Bluff, California 96080

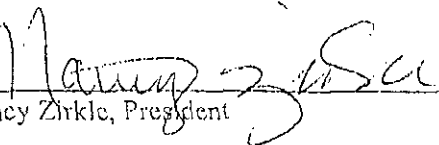
CERTIFICATE OF APPROVAL  
OF  
PLAN AND AGREEMENT OF MERGER

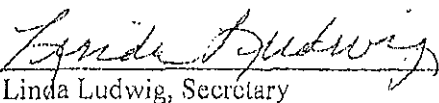
Nancy Zirkle and Linda Ludwig certify that:

1. They are the president and secretary, respectively, of TEHAMA TIRE SERVICE, INC., OREGON, an Oregon corporation.
2. The principal terms of the Plan and Agreement of Merger in the form attached were duly approved by the board of directors and the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 100.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 28, 2015

  
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Nancy Zirkle, President

  
\_\_\_\_\_  
Linda Ludwig, Secretary

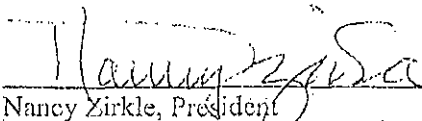
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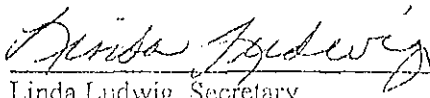
Nancy Zirkle and Linda Ludwig certify that:

5. They are the president and secretary, respectively, of TEHAMA TIRE SERVICE INC., a California corporation.
6. The principal terms of the Plan and Agreement of Merger in the form attached were duly approved by the board of directors and the shareholders of the corporation by a vote that equaled or exceeded the vote required.
7. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
8. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 100.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 28, 2015

  
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Nancy Zirkle, President

  
\_\_\_\_\_  
Linda Ludwig, Secretary