

CT CORPORATION

151554

FILED
02 APR -2 PM 4:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION(S) NAME

The Kunkel Service Company

Merging into: Parts Depot, Inc.

Merger

200005184142--5
-04/03/02--01001--006
*****78.75 *****78.75

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input checked="" type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

Name
Availability 4/8/02
Document
Examiner ADF
Updater ASR
Verifier
W.P. Verifier

3/25/02
4/2/02

Order#: 5223004

Ref#:

Amount: \$

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TALLAHASSEE, FLORIDA

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE KUNKEL SERVICE COMPANY, a Maryland corporation not authorized to
transact business in Florida

INTO

PARTS DEPOT, INC., a Florida entity, 151554

File date: April 2, 2002

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER

of

THE KUNKEL SERVICE COMPANY
(a Maryland corporation)

with and into

PARTS DEPOT, INC.
(a Florida corporation)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned hereby adopt the following Articles of Merger.

ARTICLE I. The surviving corporation shall be PARTS DEPOT, INC., a Florida corporation ("Parent").

ARTICLE II. The merging corporation shall be THE KUNKEL SERVICE COMPANY, a Maryland corporation ("Subsidiary").

ARTICLE III. The plan of merger is set forth in that certain Agreement and Plan of Merger dated as of March 26, 2002 by and between Parent and Subsidiary (the "Plan"), a copy of which is attached hereto as Exhibit A.

ARTICLE IV. The merger shall become effective upon the date of filing of these Articles of Merger with the Florida Department of State.

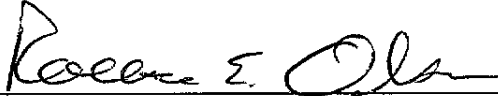
ARTICLE V. The Plan was adopted by the board of directors of Parent on March 26, 2002. Pursuant to Section 607.1104(1)(a) of the Act, approval of the Plan by the shareholders of Parent is not required.

ARTICLE VI. The Plan was adopted by the board of directors and the sole shareholder of Subsidiary on March 26, 2002.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 26 day of March, 2002.

PARTS DEPOT, INC.

By:


Rollance E. Olson, Chief Executive
Officer

THE KUNKEL SERVICE COMPANY

By:

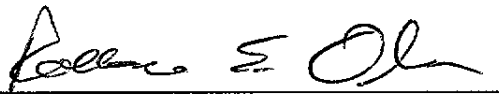

Rollance E. Olson, Chief Executive
Officer

EXHIBIT A

Agreement and Plan of Merger

[SEE ATTACHED]

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the _____ day of March, 2002, by and between PARTS DEPOT, INC., a Florida corporation ("Parent") and THE KUNKEL SERVICE COMPANY, a Maryland corporation ("Subsidiary"). Parent and Subsidiary are sometimes collectively referred to herein as the "Merging Corporations".

RECITALS

A. The Articles of Amendment and Restatement of Subsidiary, as filed with the Maryland Department of Assessments and Taxation on December 29, 1981, authorize the issuance of: (i) nine thousand (9,000) Class A common shares with a par value of Ten and 00/100 Dollars (\$10.00) per share, of which three thousand two hundred ninety-one (3,291) shares are now issued and outstanding; (ii) one thousand (1,000) Class B common shares with a par value of Ten and 00/100 Dollars (\$10.00) per share, of which seven hundred fifty-three (753) shares are now issued and outstanding; and (iii) twenty thousand (20,000) preferred shares with a par value of Ten and 00/100 Dollars (\$10.00) per share, of which two thousand three hundred one (2,301) shares are now issued and outstanding. All of the issued and outstanding shares of Subsidiary are owned of record by Parent.

B. The Amended and Restated Articles of Incorporation of Parent, as filed with the Florida Department of State on January 29, 1988, authorize the issuance of one thousand (1,000) common shares without par value, of which six hundred (600) shares are now issued and outstanding. All of the issued and outstanding common shares of Parent are owned of record by PDI Holdings, Inc., a Florida corporation.

C. Each of the Merging Corporations desire to merge Subsidiary with and into Parent in accordance with the provisions of this Agreement.

D. The Board of Directors of each of the Merging Corporations have approved this Agreement.

PROVISIONS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Merging Corporations agree to the terms and conditions of the Merger (as defined below) and the mode of carrying the same into effect as follows:

ARTICLE I

Merger.

The Merging Corporations shall be merged into a single corporation in accordance with the applicable provisions of the Business Corporation Act of the State of Florida and, where applicable, the General Corporation Law of the State of Maryland, by Subsidiary merging with and into Parent (the "Merger").

ARTICLE II

Name of the Surviving Corporation.

The name of the surviving corporation shall continue to be PARTS DEPOT, INC.

ARTICLE III

Effective Date.

The effective date of the Merger shall be upon the date of filing of the Articles of Merger with the Florida Department of State (the "Effective Date").

ARTICLE IV

Effect of Merger.

Upon the Effective Date, the separate existence of Subsidiary shall cease, and Parent shall succeed, without further act or deed, to all of the rights, privileges, immunities, powers, authority, assets and property of Subsidiary of every description and wherever located, and shall be subject to all of the debts, obligations and liabilities of Subsidiary in the same manner as if Parent had itself incurred them.

ARTICLE V

Articles of Incorporation of the Surviving Corporation.

The Articles of Incorporation of Parent, as in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of Parent, unless and until subsequently amended.

ARTICLE VI

By-Laws of the Surviving Corporation.

The By-Laws of Parent, as in effect on the Effective Date, shall continue in full force and effect as the By-Laws of Parent, unless and until subsequently amended or repealed.

ARTICLE VII

Directors and Officers of the Surviving Corporation.

The Directors and Officers of Parent in office on the Effective Date of the Merger shall continue in office until their successors have been duly elected and qualified.

ARTICLE VIII

Statutory Agent of the Surviving Corporation.

The Statutory Agent of Parent on the Effective Date shall continue to be CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324, upon whom any process, notice or demand required or permitted by statute to be served upon Parent may be served.

ARTICLE IX

Status of Outstanding Capital Stock.

On the Effective Date:

- (a) Each common share of Parent which is outstanding immediately prior to the Effective Date

shall continue to be outstanding and shall not be modified or affected by the Merger.

(b) Each share of Subsidiary which is outstanding immediately prior to the Effective Date shall be canceled, and no shares of Parent shall be issued to Subsidiary in exchange therefor.

ARTICLE X

Additional Obligations of Merging Corporation.

From time to time and at any time before or after the Effective Date, as and when requested by Parent, or by its successors or assigns, Subsidiary shall execute and deliver, or cause to be executed and delivered, such deeds or other instruments and shall take or cause to be taken such further or other action as Parent shall deem necessary or desirable in order to vest in, perfect in or confirm to Parent, title to and possession of any assets or property of Subsidiary acquired or to be acquired by reason of, or as a result of, the Merger, and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE XI

Abandonment of Merger.

Anything herein or elsewhere contained to the contrary notwithstanding, this Agreement may, at any time prior to the filing of the Certificate of Merger with the Florida Department of State, be terminated and abandoned by the Board of Directors of either of the Merging Corporations.

ARTICLE XII

Execution.

For the convenience of the Merging Corporations and for recording and filing purposes, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof, and all of which, taken together, shall constitute one and the same instrument.

ARTICLE XIII

Rights of Dissenting Shareholders.

Any shareholder of Subsidiary that, except for the applicability of Section 607.1104 F.S., would otherwise be entitled to vote on the Merger, and that dissents from the Merger pursuant to Section 607.1320 F.S., may be entitled, if such shareholder complies with the provisions of Chapter 607 F.S. applicable to the rights of dissenting shareholders, to be paid the fair value of his, her or its shares.

ARTICLE XIV

Miscellaneous.

(a) **Governing Law.** The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida, without regard to the conflicts of law principles thereof.

(b) **Captions.** The Article and paragraph captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(c) **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the

parties hereto and their respective successors and assigns.

(d) Severability. Each provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any provision of this Agreement shall be held invalid or unenforceable under any applicable present or future law, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement. This Agreement shall be carried out as if such invalid or unenforceable provision was not contained herein and such other provisions of this Agreement as may remain otherwise operable shall continue to be given full force and effect and to bind the parties hereto.

(e) Entire Agreement. This Agreement contains the entire understanding and agreement among the parties to this Agreement with respect to the subject matter contained herein. All negotiations among the parties concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto among the parties, other than those incorporated in this Agreement.

(f) Amendments. No amendment of this Agreement shall be binding unless executed in a writing signed by all of the parties hereto and attached to this Agreement.

IN WITNESS WHEREOF, each of the Merging Corporations have caused this Agreement to be executed by a duly authorized officer thereof as of the date first written above.

PARTS DEPOT, INC.

By: Rollance E. Olson
Rollance E. Olson, Chief Executive Officer

THE KUNKEL SERVICE COMPANY

By: Rollance E. Olson
Rollance E. Olson, Chief Executive Officer

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