

Division of Corporations

Page 1 of 2

**LO2000009242**

# Florida Department of State

Division of Corporations

Public Access System

Katherine Harris, Secretary of State

## Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax andit number (shown below) on the top and bottom of all pages of the document.**

((H02000128777 8)))

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

### To:

Division of Corporations

Fax Number : (850) 205-0383

### From:

Account Name : TODD WATSON, ATTORNEY AT LAW

Account Number : I19990000260

Phone : (904) 739-9747

Fax Number : (904) 739-9748

## MERGER OR SHARE EXCHANGE

**NAPA AUTO PARTS OF TRENTON, LLC**

Certificate of Status	1
Certified Copy	0
Page Count	21
Estimated Charge	\$96.25

65.00

APPROVED  
AND  
FILED

02 MAY 10 PM 1:13

RECEIVED

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

02 MAY 10 PM 1:07

DIVISION OF CORPORATION

TB

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

NAPA AUTO PARTS OF TRENTON, INC., A FLORIDA ENTITY P98000021989

INTO

**NAPA AUTO PARTS OF TRENTON, LLC**, a Florida entity, L02000009242

File date: May 10, 2002

Corporate Specialist: Trevor Brumbley

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
MAY 10 PM 1:13

APPROVED  
AND  
FILED



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

May 2, 2002

NAPA AUTO PARTS OF TRENTON, LLC  
1523 NORTH YOUNG BOULEVARD  
CHIEFLAND, FL 32626

SUBJECT: NAPA AUTO PARTS OF TRENTON, LLC  
REF: L02000009242

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The plan of merger must be attached/included.

The plan of merger must contain a statement that reflects the plan of merger was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, Florida Statutes.

The plan of merger must contain the exact name and jurisdiction for each party to the merger.

The plan of merger must contain the terms and conditions of the merger.

The plan of merger must contain the manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property.

The plan of merger must either provide the name(s) and address(es) of the manager(s) of the limited liability company or state the limited liability company is not managed by one or more managers.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6025.

Trevor Brumbley  
Document Specialist

FAX Aud. #: H02000128777  
Letter Number: 502A00027336

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

APPROVED  
AND  
FILED

2002 MAY 10 PM 1:13

H020001287778

**ARTICLES OF MERGER**

THESE ARTICLES OF MERGER, executed on this 22<sup>nd</sup> day of April, 2002, by and between NAPA Auto Parts of Trenton, LLC (hereafter referred to as "NAPA OF TRENTON, LLC") a Florida Limited Liability Company, and NAPA Auto Parts of TRENTON, INC., (hereafter referred to as "NAPA OF TRENTON, INC.") a Florida Corporation.

**WITNESSETH THAT:**

**WHEREAS**, NAPA OF TRENTON, LLC has authorized capital shares consisting of 100,000 shares, of which four (4) interests have been duly issued and are now outstanding; and

**WHEREAS**, NAPA OF TRENTON, INC. has an authorized capital stock consisting of 500 shares of voting Common Stock, par value \$1.00 per share, of which 100 shares are duly issued and outstanding; and

**WHEREAS**, the Managers of NAPA OF TRENTON, LLC and the Board of Directors of NAPA OF TRENTON, INC., respectively, deem it advisable and generally to the advantage and welfare of their respective members and shareholders that the two Companies merge into NAPA OF TRENTON, LLC under and pursuant to the provisions of the Florida Business Corporation Act and the Limited Liability Company Act of Florida; and

**WHEREAS**, the respective members and shareholders of NAPA OF TRENTON, LLC and NAPA OF TRENTON, INC. have approved the terms and conditions of the merger.

**NOW THEREFORE**, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1.0 Approval. On April 22<sup>nd</sup>, 2002, the managers of NAPA OF TRENTON, LLC and the directors of NAPA OF TRENTON, INC. unanimously adopted and approved these Articles of Merger by Written Consents to Action, each dated April 22<sup>nd</sup>, 2002. These Articles of Merger were unanimously approved in their entirety by the members of NAPA OF TRENTON, LLC and the shareholders of all of NAPA OF TRENTON, INC. by Written Consents to Action, each dated May 1st, 2002.

H020001287778

HO20001287778

2.0 Merger. NAPA OF TRENTON, INC., shall be merged into NAPA OF TRENTON, LLC.

3.0 Effective Date. These Articles of Merger are intended to become effective for income tax and accounting purposes on April 22<sup>nd</sup>, 2002, such time and date being hereinafter called the Effective Date, and shall become effective for state law purposes immediately upon compliance with the laws of the State of Florida.

4.0 Surviving Entity. NAPA OF TRENTON, LLC shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida and the separate corporate existence of NAPA OF TRENTON, INC. shall cease forthwith upon the Effective Date.

5.0 Capital Interest. The authorized capital interests of NAPA OF TRENTON, LLC following the Effective Date shall be 100,000 shares of no par value, unless and until the same shall be changed in accordance with the laws of the State of Florida. For federal income tax purposes, NAPA OF TRENTON, LLC, constitutes an S-Corporation and shall possess without limitation all of the tax attributes of NAPA OF TRENTON, INC., and shall be identified by the EIN assigned to NAPA OF TRENTON, INC., which is 59-3502515.

6.0 Articles of Organization. The Articles of Organization of NAPA OF TRENTON, LLC following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Organization of NAPA OF TRENTON, LLC upon any other person whomsoever are subject to this reserve power, shall continue as the Articles of Organization of NAPA OF TRENTON, LLC as the Surviving Entity. Such Articles of Organization shall constitute the Articles of Organization of NAPA OF TRENTON, LLC separate and apart from these Articles of Merger and may be separately certified as the Articles of Organization of NAPA OF TRENTON, LLC.

7.0 Operating Agreement. The Operating Agreement of NAPA OF TRENTON, LLC shall be the Operating Agreement of the surviving entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

8.0 Further Assurance of Title. If at any time NAPA OF TRENTON, LLC shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to NAPA OF TRENTON, LLC any right, title, or interest of NAPA OF TRENTON, INC. held immediately prior to the Effective Date, NAPA OF TRENTON, INC. and its proper

APPROVED  
AND  
FILED  
MAY 10 PM 1:13

H020001287778

officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in NAPA OF TRENTON, LLC as shall be necessary to carry out the purposes of these Articles of Merger, and NAPA OF TRENTON, LLC and the managers thereof are fully authorized to take any and all such action in the name of NAPA OF TRENTON, LLC or otherwise.

9.0 Retirement of Existing Interests. Upon the Effective Date, all of the interests of NAPA OF TRENTON, INC., presently issued and outstanding shall be retired, and interests in NAPA OF TRENTON, LLC, shall be issued in respect thereof.

10.0 Conversion of Outstanding Stock. Forthwith upon the Effective Date, each of the issued and outstanding shares of Common Stock of NAPA OF TRENTON, INC. and all rights in respect thereof shall be converted into 9.97 fully paid and nonassessable shares in NAPA OF TRENTON, LLC, with all rights and interests provided under the NAPA OF TRENTON, LLC Operating Agreement. Each certificate nominally representing shares of Common Stock of NAPA OF TRENTON, INC. shall for all purposes be deemed to evidence the ownership of the number of shares of NAPA OF TRENTON, INC. The holders of such certificates shall not be required immediately to surrender the same in exchange for interests of NAPA OF TRENTON, LLC but, as certificates nominally representing shares of Common Stock of NAPA OF TRENTON, INC., NAPA OF TRENTON, LLC will cause to be issued therefor certificates for the appropriate percent of membership interests of NAPA OF TRENTON, LLC. The four shares of NAPA OF TRENTON, LLC previously issued and outstanding shall remain outstanding and shall not be retired or converted in any manner as a result of the merger.

11.0 Book Entries. The merger contemplated hereby shall be treated as a pooling of interests and as of the Effective Date entries shall be made upon the books of NAPA OF TRENTON, LLC in accordance with the following:

11.1 The assets and liabilities of NAPA OF TRENTON, INC. shall be recorded on the books of NAPA OF TRENTON, LLC at the amounts at which they were carried on the books of NAPA OF TRENTON, INC., immediately prior to the Effective Date.

11.2 All accounting and tax attributes of NAPA OF TRENTON, INC., without limitation, shall become the accounting and tax attributes of NAPA OF TRENTON, LLC.

12.0 Managers. The names of the managers of NAPA OF TRENTON, LLC following the Effective Date, who shall be three (3) in number and who shall hold office from the Effective Date until their successors shall be elected and shall qualify, are as follows:

H020001287778

APPROVED  
AND  
FILED

MAY 10 PM 1:13


H020001287778

Thomas J. Crittenden, III  
Brandy Horne  
Thomas J. Crittenden, IV

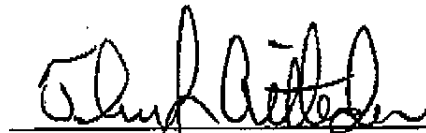
14.0 Amendment These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by the President of NAPA OF TRENTON, INC., and a Manger of NAPA OF TRENTON, LLC, pursuant to authority given by their respective Boards of Directors and Managers.

Executed this 22<sup>nd</sup> day of April, 2002.

  
Thomas J. Crittenden, III  
on behalf of NAPA Auto Parts of Trenton, Inc.,  
as its President

Executed this 22<sup>nd</sup> day of April, 2002.

  
Thomas J. Crittenden, III  
on behalf of NAPA Auto Parts of Trenton,  
LLC, as its Manager

APPROVED  
AND  
FILED  
CLERK OF SUPERIOR COURT  
JUL 10 PM 1:13  
TRENTON, N.J.

H020001287778

HO20001287778

## **PLAN AND AGREEMENT OF MERGER**

PLAN AND AGREEMENT OF MERGER (Agreement) dated as of April 22<sup>nd</sup>, 2002, between NAPA Auto Parts of Trenton, LLC, a Florida Limited Liability Company, (hereafter referred to as "NAPA OF TRENTON, LLC") and NAPA Auto Parts of Trenton, Inc., a Florida Corporation, (hereafter referred to as "NAPA OF TRENTON, INC.")

The Parties to this Plan and Agreement of Merger agree as follows:

### **ARTICLE 1.0 MERGER OF NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC INTO NAPA OF TRENTON, LLC**

Upon the effective date (as defined in Article 4.0) NAPA OF TRENTON, INC. shall be merged with and into NAPA OF TRENTON, LLC and the separate existence of NAPA OF TRENTON, INC. shall cease. NAPA OF TRENTON, LLC (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida and the managers of NAPA OF TRENTON, LLC shall continue as the managers of the Surviving Entity. The address of the registered or principal office of the Surviving Entity in Florida is 1523 N. Young Blvd., Chiefland, Florida 32626.

### **ARTICLE 2.0 CERTIFICATE OF OPERATING AGREEMENT**

The Certificate of Organization of NAPA OF TRENTON, LLC shall be the Certificate of Organization of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Operating Agreement of NAPA OF TRENTON, LLC as in effect on the effective date, shall be the Operating Agreement of the Surviving Entity until altered, amended or repealed, as provided therein.

### **ARTICLE 3.0 STATUS AND CONVERSION OF INTERESTS**

3.1 Conversion of Shares and Interests. Upon the effective date each issued and outstanding share of NAPA OF TRENTON, INC. common stock, each having a par value of \$1.00 per share shall be converted into 9.96 fully paid and nonassessable shares of NAPA OF TRENTON, LLC having all rights and interests provided in the NAPA OF TRENTON, LLC Operating Agreement, as amended. Upon the effective date, each share in NAPA OF TRENTON, LLC held by the current members of NAPA OF TRENTON, LLC, shall be retained as one fully paid and nonassessable share of NAPA OF TRENTON, LLC, having all rights and interests provided in the NAPA OF TRENTON, LLC Operating Agreement, as amended.

HO20001287778



HO20001287778

3.2 Members' and Managers' Interests of NAPA OF TRENTON, LLC. Upon the effective date, the members interests in NAPA OF TRENTON, LLC shall be reorganized to effectuate the provisions of Section 3.1 above and the members and managers of the Company, their addresses and interest of each shall be held as follows:

<u>Member/Manager</u>	<u>% Interest</u>	<u># of Shares</u>
Thomas J. Crittenden and Brandy Horne, as Trustees of the Thomas J. Crittenden, III, Trust, dated October 1, 1998, <u>as a Member</u> 1523 North Young, Chiefland, Florida 32626	99.70%	997
Thomas J. Crittenden, III, individually, <u>as a Manager</u> 1523 North Young, Chiefland, Florida 32626	.10%	1
Brandy Horne, <u>as a Manager</u> , 1523 North Young, Chiefland, Florida 32626	.10%	1
Thomas J. Crittenden, IV, <u>as a Manager</u> 9521 Northeast 92 <sup>nd</sup> Court, Bronson, Florida 32621	.10%	1

3.3 Issuance of Interest Certificates. After the effective date, each holder of an outstanding certificate or certificates theretofore representing issued and outstanding shares of common stock of NAPA OF TRENTON, INC. may surrender the same to NAPA OF TRENTON, LLC and shall be entitled to receive in exchange therefor a certificate representing the number of shares and percent interest of NAPA OF TRENTON, LLC the individual is entitled to receive in accordance with the provisions of Sections 3.1 and 3.2, hereof. Until so surrendered, each outstanding certificate which prior to the effective date represented shares of NAPA OF TRENTON, INC. shall be deemed for all purposes to evidence ownership of the shares of NAPA OF TRENTON, LLC into which the shares shall have been converted as provided in Sections 3.1 and 3.2.

#### ARTICLE 4.0 SHAREHOLDERS' AND MEMBERS' APPROVAL: EFFECTIVE DATE

This Agreement has been approved by the shareholders of NAPA OF TRENTON, INC. and the members of NAPA OF TRENTON, LLC, respectively, at meetings thereof held on or prior to the effective date, called and held separately in accordance with Florida law and approved by such shareholders and members by the votes required by law. Articles of Merger, reflecting this Agreement in the form required under Sections 607.1105, 607.1107, 607.1108 and 607.11101 of the Florida Business Corporation Act and Sections 608.4381 and 608.4382 of the Florida Limited Liability Company Act, shall

HO20001287778

be delivered to the Florida Department of State. The delivery of the Articles of Merger to the Florida Department of State shall not be made until the fulfillment of the conditions set forth in Articles 10.0 and 11.0 of this Agreement. Evidence of compliance with such conditions shall be submitted to each company not later than the closing date which in turn shall be on or before April 22, 2002, or such later date as the boards of directors and managers of the Companies shall mutually decide. NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC shall use their best efforts to ensure that the filing with the Florida Department of State of the Articles of Merger shall take place on such date. If such entry and filing take place on the same date, the merger of NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC shall become effective on such date; if such entry and filing take place on different dates, the merger shall become effective on the later of said dates.

#### **ARTICLE 5.0 FURTHER ASSURANCE**

Before the effective date, NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to effectuate the merger as provided in this Agreement. In case, at any time after the effective date, NAPA OF TRENTON, LLC shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to NAPA OF TRENTON, LLC full title to and possession of all the properties, assets, rights, privileges and obligations of NAPA OF TRENTON, INC., then the persons who were officers and directors of NAPA OF TRENTON, INC. as of the effective date, shall as such officers and directors, take all such action and execute and deliver all such instruments as NAPA OF TRENTON, LLC may so determine to be necessary or desirable.

#### **ARTICLE 6.0 REPRESENTATIONS AND WARRANTIES BY NAPA OF TRENTON, INC.**

6.1 Representation and Warranties. NAPA OF TRENTON, INC. represents and warrants as follows:

6.1.1 Corporate Organization. NAPA OF TRENTON, INC. is a corporation duly organized, validly existing and in good standing under the laws of Florida and has corporate power to carry on its business as it is now being conducted, and is duly qualified to do business and is in good standing in the state of Florida and is not registered to conduct business in any other state.

6.1.2 Corporate Capitalization. The authorized capital stock of NAPA OF TRENTON, INC., consists 500 shares of common voting stock of a single class, having a par value of 1.00 per share, of which 100 are outstanding, all of which are owned by Thomas J. Crittenden, III, and Brandy Horne, as Trustees, of The Thomas J.

APPROVED  
AND  
FILED

JULY 10 PM 1:11

HO20001287778

Crittenden, III, Trust Agreement dated October 1, 1998. At the meeting of NAPA OF TRENTON, INC.'s shareholders called to vote upon this Agreement, the shareholders referenced above will be the only persons entitled to vote. There are no existing options, calls or commitments of any kind or character relating to NAPA OF TRENTON, INC.'s authorized and unissued stock.

6.1.3 Ability to Contract. The copies of NAPA OF TRENTON, INC.'s Articles of Incorporation and Bylaws which have been delivered to NAPA OF TRENTON, LLC are complete and correct. The consummation of the transactions contemplated by this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, agreement, indenture or other instrument applicable to NAPA OF TRENTON, INC. or any of its subsidiaries.

6.1.4 Subsidiaries. NAPA OF TRENTON, INC. has no subsidiaries or affiliates.

6.1.5 Approval of Agreement. The execution, delivery and performance of this Agreement by NAPA OF TRENTON, INC. has been duly approved by NAPA OF TRENTON, INC.'s board of directors, subject to approval by NAPA OF TRENTON, INC.'s Shareholders in the manner required by Florida law.

6.1.6 Financial Records. NAPA OF TRENTON, INC. has delivered to NAPA OF TRENTON, LLC a copy of its most recent financial statement, which is true and correct in all material respects, has been prepared in accordance with generally accepted accounting principles consistently followed (except as stated in the explanatory notes attached to such statements and, in the case of interim statements, except for year-end adjustments) throughout the periods covered by the statement, and presents fairly the financial position of NAPA OF TRENTON, INC.. In addition, NAPA OF TRENTON, INC. has made available to NAPA OF TRENTON, LLC complete and correct copies of the Federal Income Tax returns relative to the operations of NAPA OF TRENTON, INC. for each of the two most recent tax years, together with complete and correct copies of all reports of federal tax authorities relating to examinations of such returns.

6.1.7 Existing Liabilities. Except as and to the extent reflected in NAPA OF TRENTON, INC.'s financial statement referred to in Paragraph 6.1.6 above, NAPA OF TRENTON, INC. has no material liabilities or obligations (whether accrued, absolute, contingent or otherwise), including, without limitation thereto, any uninsured liabilities resulting from failure to comply with any law applicable to NAPA OF TRENTON, INC. or to the conduct of the business, and any tax liabilities due or to become due and whether (i) incurred in respect of NAPA OF TRENTON, INC.'s income for any period prior to the close of business on the closing date, or (ii) arising out of transactions entered into, or any state of facts existing, prior thereto.

APPROVED  
AND  
FILED

HO20001287778

6.1.8 Adverse Changes. Since the date of the financial statement referenced in Paragraph 6.1.6 there has not been:

6.1.8.1 Any material and adverse change in NAPA OF TRENTON, INC.'s financial condition, assets, liabilities or business (other than changes in the ordinary course of business);

6.1.8.2 Any declaration, setting aside or payment of any dividend or other distribution in respect of NAPA OF TRENTON, INC.'s common stock;

6.1.8.3 Any pension, retirement or similar benefit arrangement made or agreed to by NAPA OF TRENTON, INC.;

6.1.8.4 Any event or condition of any kind or character (whether or not covered by insurance) which has materially and adversely affected or will so affect the property or value of NAPA OF TRENTON, INC.

6.1.9 Compensation. Since the effective date of the financial statement referred to in Paragraph 6.1.6, there has not been any material increase in the regular rate of compensation payable by NAPA OF TRENTON, INC. to any of its officers or employees, or any bonus, incentive compensation, service award or like benefit (hereinafter encompassed in the term "bonus") authorized, granted or accrued to any such officers or employees. The names and current annual salary rates of all of NAPA OF TRENTON, INC.'s present officers and employees are as stated on the financial statement or as otherwise provided to NAPA OF TRENTON, LLC.

6.1.10 Taxes. The provisions made for taxes, if any, on NAPA OF TRENTON, INC.'s financial statement as referred to in Paragraph 6.1.6, are sufficient for the payment of all then accrued unpaid federal, state, county and local taxes of NAPA OF TRENTON, INC., whether or not disputed.

6.1.11 Accounts Receivable. The accounts and notes receivable of NAPA OF TRENTON, INC. shown on NAPA OF TRENTON, INC.'s financial statement as referred to in Paragraph 6.1.6, or thereafter acquired by them, have been collected or are current and collectible at the aggregate recorded amounts thereof less applicable reserves (which reserves are adequate).

6.1.12 Title. NAPA OF TRENTON, INC. has good, valid and defensible title to all its properties and assets, real and personal (including those reflected in NAPA OF TRENTON, INC.'s financial statement, as referenced in Paragraph 6.1.6, except as since sold or otherwise disposed of in the ordinary course of business or as consented to by NAPA OF TRENTON, LLC in writing), free and clear of all liens and

APPROVED  
AND  
FILED  
MAY 10 PM 1:14

HO20001287778

encumbrances except the lien of current taxes not yet due and payable and except such defects of title, easements and encumbrances as are not of a character, amount or extent as to materially detract from the value, or interfere with the prospective use, of the property subject thereto or affected thereby, or otherwise materially impair business operations. All leases pursuant to which NAPA OF TRENTON, INC. leases real or personal property are in good standing, valid and effective in accordance with their respective terms, and there is not under any of such leases any existing default, or any event which with notice or lapse of time or both would constitute a default in respect of which NAPA OF TRENTON, INC. has not taken adequate steps to prevent a default from occurring. NAPA OF TRENTON, INC. has not received notice of violation of any applicable zoning regulation, ordinance or other law, order, regulation or requirement relating to its operations or its owned or leased properties except such as have been or are being complied with or are being contested in good faith.

6.1.13 Assets of NAPA OF TRENTON, INC.. NAPA OF TRENTON, INC. has delivered to NAPA OF TRENTON, LLC accurate lists as of the date of the financial statement referred to in Paragraph 6.1.6 of the following:

6.1.13.1 All real property owned or leased by NAPA OF TRENTON, INC.;

6.1.13.2 All items of office equipment and machinery and equipment owned or leased by NAPA OF TRENTON, INC.;

6.1.13.3 All automobiles or trucks owned by NAPA OF TRENTON, INC.;

6.1.13.4 All policies of insurance (including fidelity bonds covering officers and employees) in force with respect to NAPA OF TRENTON, INC. and, without restricting the generality of the foregoing, those covering their respective properties, buildings, machinery, equipment, furniture, fixtures and operations;

6.1.13.5 All agreements which involve any future payment by or to NAPA OF TRENTON, INC. (i) of more than \$500.00, or (ii) of more than \$500.00 over a period which extends beyond one year and all employment contracts and consultant agreements, incentive compensation, profit sharing, retirement pension or other employee benefit plans or arrangements, with respect to all of which NAPA OF TRENTON, INC. represents and warrants that NAPA OF TRENTON, INC. is not in default or does not know of any reasons giving rise to a default. (Complete and correct copies of the agreements, plans and arrangements referred to in this subparagraph have been delivered or made available to NAPA OF TRENTON, LLC);

APPROVED  
AND  
FILED  
MAY 10 PM 1:13

HO20001287778

6.1.13.6 The names and current annual salary rates of all of NAPA OF TRENTON, INC.'s present officers and employees are as stated on the financial statement.

6.1.13.7 The name of each bank in which NAPA OF TRENTON, INC. has an account (exclusive of direct sales depository accounts) or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto; and

6.1.13.8 The names of all persons to whom NAPA OF TRENTON, INC. has granted any letters of credit or powers of attorney.

6.1.14 Litigation. There is no litigation, proceeding or government investigation pending, or so far as known to the executive officers of NAPA OF TRENTON, INC., in prospect or threatened, against or relating to NAPA OF TRENTON, INC. or its respective properties or businesses, or the transactions contemplated by this Agreement.

#### **ARTICLE 7.0 REPRESENTATIONS AND WARRANTIES BY NAPA OF TRENTON, LLC**

7.1 Representations and Warranties. NAPA OF TRENTON, LLC hereby represents and warrants as follows:

7.1.1 Organization. NAPA OF TRENTON, LLC is a limited liability company duly organized, validly existing and in good standing under the laws of Florida. The consummation of the transactions contemplated in this Agreement will not result in any breach or violation of or default under any judgment, decree, mortgage, agreement, indenture or other instrument applicable to NAPA OF TRENTON, LLC.

7.1.2 Capitalization. NAPA OF TRENTON, LLC's authorized capital consists of 100,000 shares having no par value of which three (3) interests were validly issued and outstanding, fully paid and nonassessable, prior to the execution of this Agreement with one (1) share being held by Thomas J. Crittenden, III, Brandy Horne, and Thomas J. Crittenden, IV, each as a manager and one share held by Thomas J. Crittenden, III, as a member. At the meeting of NAPA OF TRENTON, LLC members called to vote on this Agreement, the members entitled to vote thereon will be Thomas J. Crittenden, III, Brandy Horne, and Thomas J. Crittenden, IV. Upon the completion of the Merger the name and mailing address of each manager and member and the number of shares held by each shall be as follows:

APPROVED  
AND  
FILED

02 MAY 10 PM 1:14

HO20001287778

<u>Member/Manager</u>	<u>% Interest</u>	<u>% of Shares</u>
Thomas J. Crittenden and Brandy Horne, Trustee of the Thomas J. Crittenden, III, Trust Agreement dated October 1, 1998, a member 1523 North Young, Chiefland, Florida 32626	99.7%	997
Thomas J. Crittenden, III, one (1) share Individually, and one share as a manager 1523 North Young, Chiefland, Florida 32626	.1%	1
Brandy Horne, as a manager 1523 North Young, Chiefland, Florida 32626	.1%	1
Thomas J. Crittenden, IV, as a manager 1523 North Young, Chiefland, Florida 32626	.1%	1

7.2 Financial Statement. NAPA OF TRENTON, LLC is a newly organized LLC and has no assets, earnings or liability of any material value.

7.3 Execution of Agreement. The execution, delivery and performance of this Agreement by NAPA OF TRENTON, LLC has been duly and effectively authorized and consented to by NAPA OF TRENTON, LLC's Managers and Members as required by law.

7.4 Issuance of Interests. The interests of NAPA OF TRENTON, LLC to be issued pursuant to this Agreement will, when so issued, be validly issued and outstanding, fully paid and nonassessable with all rights as provided in the NAPA OF TRENTON, LLC Operating Agreement, as amended.

#### **ARTICLE 8.0 ACCESS AND INFORMATION CONCERNING PROPERTIES AND RECORDS, ETC.**

NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC will cooperate in furnishing each other with all information necessary or appropriate for use in connection with the meetings of shareholders and members referred to in Article 4.0 or as otherwise necessary to complete the transactions contemplated by this Agreement. NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC will hold in strict confidence all data and information obtained in confidence from one or more of the other parties to this Agreement. Pending the effective date, the officers of NAPA OF TRENTON, INC. shall keep the managers of NAPA OF TRENTON, LLC informed as to the affairs of NAPA OF TRENTON, INC. and shall consult with the managers of NAPA OF TRENTON, LLC on all matters pertaining to the business of NAPA OF TRENTON, INC.

APPROVED  
AND  
FILED

02 MAY 10 PM 1:14

HO20001287778

**ARTICLE 9.0 CONDUCT OF BUSINESS PENDING THE  
EFFECTIVE DATE**

NAPA OF TRENTON, INC. hereby agrees that, from the date of this Agreement pending the effective date and except as otherwise permitted by this Agreement or as consented to by NAPA OF TRENTON, INC. and NAPA OF TRENTON, INC. in writing:

9.1 NAPA OF TRENTON, INC.'s business shall be conducted only as necessary to complete the transactions contemplated by this Agreement.

9.2 No change shall be made in the Articles of Organization or Operating Agreement of NAPA OF TRENTON, LLC.

**ARTICLE 10.0 CONDITIONS PRECEDENT TO  
OBLIGATIONS OF NAPA OF TRENTON, INC. AND NAPA OF TRENTON, LLC**

All obligations of NAPA OF TRENTON, INC. under this Agreement are subject to the fulfillment (or waiver in writing by NAPA OF TRENTON, LLC.), prior to or at the effective date, of each of the following conditions:

10.1 NAPA OF TRENTON, INC. shall not have discovered any error, misstatement or omission in the representation and warranties made in Article 7.0 by NAPA OF TRENTON, LLC (i) which alone is, or in the aggregate are, materially adverse to either NAPA OF TRENTON, INC. or NAPA OF TRENTON, LLC, (ii) of which NAPA OF TRENTON, INC. promptly gave notice to NAPA OF TRENTON, LLC upon discovery of the same and (iii) which has not been adequately remedied to the reasonable satisfaction of NAPA OF TRENTON, INC. so that it incurs no detriment therefrom.

10.2 NAPA OF TRENTON, LLC's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the time of the effective date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; NAPA OF TRENTON, LLC shall have performed and complied with all agreements and conditions by this Agreement to be performed or complied with by it prior to or at the effective date.

10.3 The merger of NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC with and into NAPA OF TRENTON, LLC in accordance with the provisions of this Agreement, shall have been authorized and approved by the Members and Managers of NAPA OF TRENTON, LLC's in the manner required by applicable law.

10.4 NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC shall have been furnished with an opinion, dated prior to the effective date, of counsel for NAPA OF

APPROVED  
AND  
FILED

02 MAY 10 PM 1:14



HO20001287778

TRENTON, LLC to the effect that:

10.4.1 NAPA OF TRENTON, LLC is a limited liability company duly organized and existing and in good standing under the laws of Florida and has the power to carry on its business as it is then being conducted;

10.4.2 The Members' interests in NAPA OF TRENTON, LLC, are or shall be upon completion of the merger as listed under Section 7.1;

10.4.3 The execution, delivery and performance of this Agreement by NAPA OF TRENTON, LLC has been duly authorized and approved by all requisite actions of NAPA OF TRENTON, LLC's Members and Managers and this Agreement has been duly executed and delivered by NAPA OF TRENTON, LLC and constitutes a valid and binding obligation of NAPA OF TRENTON, LLC in accordance with its terms;

10.4.4 All other actions and proceedings required by law or this Agreement to be taken by NAPA OF TRENTON, INC. at or prior to the effective date, in connection with this Agreement and the transactions provided for herein, have been duly and validly taken; and

10.4.5 That the title the property of NAPA OF TRENTON, LLC is as represented by NAPA OF TRENTON, LLC under Section 7.2.

10.5 No court of competent jurisdiction has issued an injunction or restraining order in an action or proceeding against the merger, brought at the instance of any federal, state or other governmental department, commission, board, bureau, agency or similar instrumentality, which will be binding on NAPA OF TRENTON, LLC pending final disposition of such action or proceeding.

**ARTICLE 11.0 CONDITIONS PRECEDENT TO  
THE OBLIGATIONS OF NAPA OF TRENTON, LLC**

All obligations of NAPA OF TRENTON, LLC under this Agreement are subject to the fulfillment (or waiver in writing by NAPA OF TRENTON, LLC), prior to or at the effective date, of each of the following conditions:

11.1 NAPA OF TRENTON, LLC shall not have discovered any error, misstatement or omission in the representations and warranties made in Article 6.1 or 6.2 by NAPA OF TRENTON, INC. (i) which alone is, or in the aggregate are, materially adverse to NAPA OF TRENTON, LLC, (ii) of which NAPA OF TRENTON, LLC promptly gave notice to NAPA OF TRENTON, INC. upon discovery of the same and (iii) which has not been adequately remedied to the reasonable satisfaction of NAPA OF

APPROVED  
AND  
FILED  
02 MAY 10 PM 1:16  
STATE  
OF FLORIDA

HO20001287778

TRENTON, LLC so that NAPA OF TRENTON, LLC incurs no detriment therefrom.

11.2 NAPA OF TRENTON, INC.'s representations and warranties contained in this Agreement shall be deemed to have been made at and as of the time of the effective date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; NAPA OF TRENTON, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the effective date.

11.3 NAPA OF TRENTON, INC. shall have delivered to NAPA OF TRENTON, LLC an opinion, dated prior to the effective date from their respective counsel to the effect that:

11.3.1 That it is a corporation duly organized and existing and in good standing under the laws of Florida;

11.3.2 The execution, delivery and performance of this Agreement by NAPA OF TRENTON, INC. has been duly authorized and approved by all requisite action of it's board of directors and shareholders, and this Agreement has been duly executed and delivered by NAPA OF TRENTON, INC. and constitutes a valid and binding obligation of the corporation in accordance with its terms;

11.3.3 The shares of NAPA OF TRENTON, INC.'s common stock issuable upon conversion of the shares of NAPA OF TRENTON, LLC in accordance with this Agreement (i) have been duly authorized, and (ii) will be fully paid and nonassessable when so issued upon such conversions.

11.4 The merger of NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC with and into NAPA OF TRENTON, LLC as contemplated by this Agreement shall have been unanimously authorized and approved by the holders of outstanding common stock of NAPA OF TRENTON, INC.

11.6 No court of competent jurisdiction has issued an injunction or restraining order in an action or proceeding against the merger, brought at the instance of any federal, state or other governmental department, commission, board, bureau, agency or similar instrumentality, which will be binding on NAPA OF TRENTON, INC. or NAPA OF TRENTON, LLC pending final disposition of such action or proceeding.

11.7 As of the effective date NAPA OF TRENTON, LLC shall have specifically assumed in writing all of the obligations of NAPA OF TRENTON, INC.

HO20001287778

**12.0 TERMINATION OF REPRESENTATIONS AND WARRANTIES**

The respective representations and warranties of NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC contained in Articles 6.0 and 7.0 (other than those of NAPA OF TRENTON, LLC set forth in Section 7.4 and those provided for in the first clauses of 10.2 and 11.2 shall expire with, and be terminated and extinguished by, the merger of NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC with and into NAPA OF TRENTON, LLC and neither NAPA OF TRENTON, INC. nor NAPA OF TRENTON, LLC shall be under any liability whatsoever with respect to any such representation or warranty, it being intended that the sole remedy of either party for a breach of such representation or warranty shall be to elect not to proceed with the merger if such breach has resulted in a condition of such party's obligations hereunder not being satisfied. This Article shall have no effect upon any other obligation of NAPA OF TRENTON, INC. or NAPA OF TRENTON, LLC, in this Agreement, whether to be performed before or after the effective date.

**ARTICLE 13.0 CERTAIN EFFECTS OF MERGER**

On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of NAPA OF TRENTON, INC. shall be possessed by NAPA OF TRENTON, LLC subject to the obligations and duties of NAPA OF TRENTON, INC. and all property, real, personal and mixed owned by and all debts due to NAPA OF TRENTON, INC. on whatever account, as well for stock subscriptions as all other things in action or belonging to NAPA OF TRENTON, INC., shall be vested in NAPA OF TRENTON, LLC and shall thereafter be as effectually the property of NAPA OF TRENTON, LLC as they were of NAPA OF TRENTON, INC. and the title to any real estate vested in NAPA OF TRENTON, INC., shall thereafter be as effectually the property of NAPA OF TRENTON, LLC as they were of NAPA OF TRENTON, INC.; however, in accordance with Florida Statutes Section 608.4383(2) title to real property shall be conveyed by the recordation of a deed with applicable taxes thereon and all liens upon any property of NAPA OF TRENTON, INC. shall be preserved unimpaired, and all debts, liabilities and duties of NAPA OF TRENTON, INC. shall upon the effective date attach to NAPA OF TRENTON, LLC and may be enforced against NAPA OF TRENTON, LLC to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

**ARTICLE 14.0 REGISTRATION SUBSEQUENT TO MERGER**

The parties unanimously agree that the merger of NAPA OF TRENTON, INC. into NAPA OF TRENTON, LLC qualifies for exemption from registration with the Securities and Exchange Commission.

APPROVED  
AND  
FILED02 MAY 10 PM 1:14  
CLERK OF DISTRICT COURT  
FLORIDA

HO20001287778

**ARTICLE 15.0 EXPENSES**

All expenses incident to this merger shall be paid by NAPA OF TRENTON, LLC.

**ARTICLE 16.0 COMPLIANCE WITH CERTAIN TAX REQUIREMENTS**

The parties agree, for the mutual benefit of NAPA OF TRENTON, INC. and NAPA OF TRENTON, LLC, their officers, directors, stockholders, members and managers as applicable, that if it shall in connection with the merger contemplated herein, whether on or subsequent to the effective date, transfer part or all of the assets which are acquired by it in the merger to another corporation, such other corporation shall be controlled by it as that term is defined in Section 368(c) of the Internal Revenue Code of 1986. NAPA OF TRENTON, LLC further agrees that it shall take no action with regard to its organization or capitalization without the counsel of a qualified CPA or Attorney in order to prevent this merger from qualifying for non-recognition of gain under Section 368 of the Internal Revenue Code.

**ARTICLE 17.0 MISCELLANEOUS**

**17.1 Specific Performance.** The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

**17.2 Attorney Fees.** In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights under this Agreement, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in arbitration, mediation, trial or appellate proceedings.

**17.3 Remedies.** All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

**17.4 Notices.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by

02 MAY 10 PM 1:14  
FILED  
APPROVED  
AMH

HO20001287778

certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by the party. Notice may be by facsimile if followed by certified mail and the date of the facsimile shall control.

17.5 Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

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

17.7 Modification. No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

17.8 Headings. Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

17.9 Governing Law. The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that the proper jurisdiction and venue for the resolution or litigation of any disputes shall be in Levy County, Florida.

17.10 Entire Agreement. This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

17.11 Benefit. This Agreement shall not be assignable by either party.

17.12 Gender and Number. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

02 MAY 10 PM 1:14  
RECEIVED  
STATE  
ATTORNEY  
AND  
FILE

HO20001287778

**ARTICLE 18.0 EXECUTION**

This Plan and Agreement of Merger has been approved by the Directors and Shareholders of NAPA OF TRENTON, INC. and the Managers and Members of NAPA OF TRENTON, LLC as required under Section 607.1107 of the Florida Business Corporation Act and Section 608.4381 of the Florida Limited Liability Company Act.

NAPA Auto Parts of Trenton, Inc.



by Thomas J. Crittenden, III

on behalf of

NAPA Auto Parts of Trenton, Inc.,  
as its President

NAPA Auto Parts of Trenton, LLC



by Thomas J. Crittenden, III

on behalf of

NAPA Auto Parts of Trenton, LLC,  
as a Manager

APPROVED  
AND  
FILED  
02 MAY 10 PM 1:14  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

HO20001287778