EQUAL OPPORTUNITY AGREEMENT

NON-DISCRIMINATION CLAUSE: Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City of San Diego's Equal Employment Opportunity Program.

EQUAL EMPLOYMENT OPPORTUNITY (EEO): Contractor has received, read, understands and agrees to be bound by the City of San Diego *Municipal Code*, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program) provided with the proposal package.

Contractor has submitted either a *Work Force Report* or an *Equal Employment Opportunity Plan* as required by Section 22.2705 of the City of San Diego *Municipal Code*.

City and Contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program (EOCP) staff.

EQUAL OPPORTUNITY CONTRACTING: Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package.

If requested, Contractor shall submit the *Outreach and Teaming Survey*. Contractor agrees to provide updated reports as requested by the City.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Project Name: 1005 B Street *Bid No.:* _____

Company Name: Heartland Automotive Services II, Inc. *Date:* 11-12-7

J Oatman
Authorized Signature

JOAN OATMAN
Print Authorized Signature Name

THE CITY OF **SAN DIEGO**
EQUAL OPPORTUNITY CONTRACTING PROGRAM
1010 SECOND AVENUE • SUITE 500 • SAN DIEGO, CA 92101
(619) 533-4464 • FAX: 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity Program is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor:
☐ Construction ☐ Vendor/Supplier ☐ Financial Institution
☒ Lessee/Lessor ☐ Consultant ☐ Grant Recipient
☐ Insurance Company ☐ Other

Name of Company: HEARTLAND AUTOMOTIVE SERVICES II, INC.
AKA/DBA: JIFFY LUBE
Address (Corporate Headquarters, where applicable): 11308 DAVENPORT ST
City OMAHA County DOUGLAS State NE Zip 68154
Telephone Number: (402 333-0990 FAX Number: 402 333-3086
Name of Company HEARTLAND AUTOMOTIVE SERVICES, II, INC.
CEO: ERIC GLOVER

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):
Address: SEE ATTACHED LIST
City _____ County _____ State _____ Zip _____
Telephone Number: ( ) _____ FAX Number: ( ) _____
Type of Business: _____ Type of License: _____
The Company has appointed: DEBBIE TRAVIS
as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:
Address: 11308 DAVENPORT ST. OMAHA NE 68154
Telephone Number: (402 333 0990 FAX Number: 402 333 3086

Store	Name	Address	Phone	Fax
1019	PAC BEACH	2651 GARNET AVE SAN DIEGO, CA 92109	(858) 273-7757	(858) 273-7259
1675	ROSECRANS	3775 ROSECRANS ST SAN DIEGO, CA 92110	(619) 295-1999	(619) 295-2063
1763	MIRIMAR	6696 MIRAMAR RD SAN DIEGO, CA 92121	(858) 452-6340	(858) 452-1759
1869	CLAIREMONT	7207 CLAIREMONT MESA BLVD SAN DIEGO, CA 92111	(858) 279-1869	(858) 279-1837
1874	1874	1574 PALM AVE San Diego, CA 92154	(619) 575-1909	(619) 575-1984
1894	B STREET	1005 B ST SAN DIEGO, CA 92101	(619) 230-1894	(619) 230-1008
1968	CONVOY	3982 CONVOY ST SAN DIEGO, CA 92111	(858) 492-1181	(858) 495-1078
2996	SDSU	5813 EL CAJON BLVD SAN DIEGO, CA 92115	(619) 229-6633	(619) 229-1965
3003	Rancho Bernardo	12472 Rancho Bernardo Rd San Diego, CA 92128	(858) 485-0448	(858) 485-1895

For Firm's: ☐ San Diego Work Force and/or ☐ Managing Office Work Force

I, the undersigned representative of Heartland Automotive Services II, Inc (Firm Name)

(County) Douglas (State) Nebraska

hereby certify that information provided herein is true and correct. This document was executed on this day of Nov 12, 2007.

J Oatman
(Authorized Signature)

JOAN OATMAN
(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: Heartland Automotive Services II, Inc. DATE: 11-12-7

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force.

Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(1) African-American, Black
(2) Latino, Hispanic, Mexican-American, Puerto Rican
(3) Asian, Pacific Islander
(4) American Indian, Eskimo
(5) Filipino
(6) Caucasian
(7) Other Ethnicities; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services	4		23		16		1				13	1		
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Nonconstruction Laborers*														

*Construction labors and other field employees are not to be included on this page

TOTALS EACH COLUMN	4		23		16		1				13	1		

GRAND TOTAL ALL EMPLOYEES	58

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS								
VOLUNTEERS								
ARTISTS								

CORPORATE CHARTER APPROVAL SHEET

****EXPEDITED SERVICE**** **** KEEP WITH DOCUMENT ****

DOCUMENT CODE 11 BUSINESS CODE _____

_____

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (~~Transferor~~) Jiffy Lube International of Maryland, Inc. (Md) D01395875

Surviving (~~Transferee~~) Jiffy Lube International, Inc. (De) F02770659

1000361995898941

ID # F02770659 ACK # 1000361995898941
PAGES: 0007
JIFFY LUBE INTERNATIONAL, INC.

01/28/2008 AT 03:46 P WO # 0001522936

New Name _____

FEES REMITTED

	Base Fee:	100
	Org. & Cap. Fee:	
	Expedite Fee:	50
	Penalty:	
	State Recordation Tax:	
	State Transfer Tax:	
_____	Certified Copies	
	Copy Fee:	
_____	Certificates	
	Certificate of Status Fee:	
	Personal Property Filings:	
	Mail Processing Fee:	
	Other:	
	TOTAL FEES:	150

Credit Card _____ Check ✓ Cash _____

_____ Documents on _____ Checks

Approved By: JWB

Keyed By: _____

COMMENT(S):

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Change of Business Code
_____
_____ Adoption of Assumed Name
_____
_____
_____ Other Change(s)
_____
_____

Code 007

Attention: _____

Mail: Name and Address
THE CORPORATION TRUST INCORPORATED
300 E LOMBARD ST.
BALTIMORE MD 21202-3219

Effective 1/31/08

CUST ID:0002079898
WORK ORDER:0001522936
DATE:01-29-2008 11:30 AM
AMT. PAID:$690.00

ARTICLES OF MERGER
MERGING
JIFFY LUBE INTERNATIONAL OF MARYLAND, INC.
(a corporation of the State of Maryland)

Effective 1-31-08

INTO

JIFFY LUBE INTERNATIONAL, INC.
(a corporation of the State of Delaware)

FIRST: Jiffy Lube International, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the parent corporation (the "Parent"), and Jiffy Lube International of Maryland, Inc., a corporation organized and existing under the laws of the State of Maryland, hereinafter referred to as the subsidiary corporation (the "Subsidiary"), agree that said Subsidiary, the Maryland corporation, shall be merged into said Parent. The terms and conditions of the merger and the mode of carrying the same into effect are as herein set forth in these articles of merger.

SECOND: The Parent, a corporation organized and existing under the laws of the State of Delaware, shall survive the merger and shall continue under the name "Jiffy Lube International, Inc."

THIRD: The parties to the articles of merger are Parent, a corporation organized on March 31, 1987 under the General Corporation Law of the State of Delaware, which corporation was qualified to do business in the State of Maryland on June 12, 1992, and Subsidiary, a corporation organized and existing under the laws of the State of Maryland.

FOURTH: No amendment is made to the charter of the surviving corporation as part of the merger, except as provided in Section 3-106(a) of the Corporations and Associations article of the Annotated Code of Maryland.

FIFTH: The total number of shares of stock of all classes which Parent has authority to issue is One Thousand (1,000) shares of Common Stock of the par value of One Dollar ($1.00) per share.

The total number of shares of stock of all classes which Subsidiary has authority to issue is Two Thousand (2,000) shares of Common Stock of the par value of One Dollar ($1.00) per share.

CUST ID:0002079898
WORK ORDER:0001522936
DATE:01-29-2008 11:30 AM
AMT. PAID:$690.00

SIXTH: The number of outstanding shares of each class of Subsidiary and the number of shares of each class owned by Parent are as follows:

Class	Total shares outstanding of Subsidiary	Shares owned by Parent
Common Stock	2,000	2,000

SEVENTH: All of the issued and outstanding shares of Subsidiary are owned by Parent, the surviving corporation, and no shares of the surviving corporation are to be issued or any other consideration given for shares of Subsidiary, the merged corporation, but upon the effective date of the articles of merger, the shares of stock of the merged corporation shall be surrendered for cancellation to Parent, the corporation surviving the merger.

EIGHTH: The principal office of Subsidiary, organized under the laws of the State of Maryland, is located in Baltimore City in the state of Maryland.

NINTH: The location of the principal office of the surviving corporation in the State of Delaware, the state of its incorporation, is 1209 Orange Street, Wilmington, Delaware 19801, and the name and address of a resident agent of said surviving corporation in Maryland is The Corporation Trust Incorporated, 300 Lombard Street, Baltimore, Maryland 21202.

TENTH: The merger was duly approved by resolution adopted by a majority vote of the entire board of directors of the Subsidiary on October 22, 2007.

The merger was duly approved by resolution adopted by a majority vote of the entire board of directors of the Parent on October 22, 2007.

ELEVENTH: The merger to be effected by these articles of merger was duly advised and authorized and approved by said Subsidiary in the manner and by the vote required by the laws of the State of Maryland and by the charter of said corporation.

TWELFTH: The merger is to become effective January 31, 2008.

THIRTEENTH: The Subsidiary does not any land in Maryland.

IN WITNESS WHEREOF, Jiffy Lube International of Maryland, Inc. and Jiffy Lube International, Inc., the corporation parties to the merger, have caused these articles of merger to

be signed in their respective corporate names and on their behalf by their respective presidents and witnessed by their respective secretaries as of the 23rd day of January 2008.

JIFFY LUBE INTERNATIONAL OF MARYLAND, INC.

By: _____
Myron G. Menk, President

ATTEST:

_____
Lynn S. Borgmeier, Secretary

JIFFY LUBE INTERNATIONAL, INC.

By: _____
Richard A. Altizer,
Vice President-Operations

ATTEST:

_____
Lynn S. Borgmeier, Secretary

THE UNDERSIGNED, President of Jiffy Lube International of Maryland, Inc., a Maryland corporation, who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

_____
Myron G. Menk, President of
Jiffy Lube International of Maryland, Inc.

THE UNDERSIGNED, President of Jiffy Lube International, Inc., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger, to be the corporate act of said corporation and further certifies that, to the best of his/her knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

_____
Richard A. Altizer, Vice President –
Operations of
Jiffy Lube International, Inc.

AGREEMENT OF MERGER
BETWEEN
JIFFY LUBE INTERNATIONAL, INC.
AND
JIFFY LUBE INTERNATIONAL OF MARYLAND, INC.

This Agreement of Merger is dated this 23rd day of January, 2008, pursuant to Section 252 of the General Corporation Law of the State of Delaware, between Jiffy Lube International, Inc., a Delaware corporation, and Jiffy Lube International of Maryland, Inc., a Maryland corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Jiffy Lube International, Inc., the parent and surviving corporation (hereinafter referred to as the "Parent" or the "surviving corporation"), hereby merges into itself Jiffy Lube International of Maryland, Inc., the subsidiary and merging corporation (hereinafter referred to as the "Subsidiary or the "merged corporation"), and said Subsidiary shall be and hereby is merged into the Parent which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Parent as heretofore amended and is in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The authorized capital stock of each foreign corporation which is a party to the merger is as follows:

Corporation	Class	Number of Shares	Par value per share
Subsidiary	Common	2000	$1.00

FOURTH: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of common stock of the merged corporation, which shall be outstanding on the effective date of this Agreement, and all rights in respect thereto shall be cancelled, and no additional shares of the surviving corporation shall be issued.

FIFTH: The terms and conditions of the merger are as follows:

(a) The by-laws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon filing with the Secretary of State of Delaware.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the Board of Directors of its constituent corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of

the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the President of each party hereto as the respective act, deed and agreement of said corporations on this 23rd day of January, 2008.

JIFFY LUBE INTERNATIONAL, INC.

BY: _____
Richard A. Altizer
Vice President-Operations

JIFFY LUBE INTERNATIONAL OF MARYLAND, INC.

BY: _____
Myron G. Menk, President

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"JIFFY LUBE INTERNATIONAL OF MARYLAND, INC.", A MARYLAND CORPORATION,

WITH AND INTO "JIFFY LUBE INTERNATIONAL, INC." UNDER THE NAME OF "JIFFY LUBE INTERNATIONAL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF JANUARY, A.D. 2008, AT 12:37 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF JANUARY, A.D. 2008.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2121976 8100M

080083430

AUTHENTICATION: 6338461

DATE: 01-25-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:37 PM 01/25/2008
FILED 12:37 PM 01/25/2008
SRV 080083430 - 2121976 FILE

CERTIFICATE OF MERGER
OF
JIFFY LUBE INTERNATIONAL OF MARYLAND, INC.
(a Maryland corporation)
INTO
JIFFY LUBE INTERNATIONAL, INC.
(a Delaware corporation)

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Jiffy Lube International, Inc., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Jiffy Lube International of Maryland, Inc., a Maryland corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation law of the State of Delaware.

THIRD: The name of the surviving corporation is Jiffy Lube International, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The authorized stock and par value of the non-Delaware corporation is 2000 shares of Common Stock, par value $1.00.

SIXTH: The merger is to become effective January 31, 2008.

SEVENTH: The Agreement of Merger is on file at 910 Louisiana, Houston, Texas 77002, an office of the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to the signed by an authorized officer on the 23rd day of January 2008.

JIFFY LUBE INTERNATIONAL, INC.

BY: Lynn S. Borgmeier
Lynn S. Borgmeier
Secretary
An Authorized Officer