

ARTICLES OF MERGER
OF
LARRY H. MILLER CORPORATION - BOISE
AND WOLFE AUTOMOTIVE, INC.

FILED

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Pursuant to the provisions of Utah Code Ann. §§16-10a-1103, 1104 and 1105, and Idaho Code §§30-1-1103, 1104 and 1105, LARRY H. MILLER CORPORATION - BOISE, a Utah corporation qualified to do business as a foreign corporation in Idaho, and WOLFE AUTOMOTIVE, INC., an Idaho corporation, have adopted the following Articles of Merger for the purpose of merging the two corporations. The surviving corporation shall be known as LARRY H. MILLER CORPORATION - BOISE (the "Surviving Corporation"). WOLFE AUTOMOTIVE, INC. is the wholly owned subsidiary of LARRY H. MILLER CORPORATION - BOISE.

I

PLAN OF MERGER

The Plan and Agreement of Merger is attached hereto as Appendix "A" and incorporated herein by reference. The sole shareholder of Wolfe Automotive, Inc. waives the mailing requirement regarding the Plan and Agreement of Merger pursuant to Utah Code Ann. §16-10a-1104 and Idaho Code §30-1-1104.

II

SHARES OUTSTANDING AND VOTING RIGHTS

The names of the two corporations merging and the numbers of shares of common stock outstanding in each corporation are as follows:

IDAHO SECRETARY OF STATE

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C 95646

<u>Name of Corporation</u>	<u>Shares of Common Stock Outstanding</u>
Larry H. Miller Corporation – Boise Corporate File No. 199536	1,000
Wolfe Automotive, Inc. Corporate File No. C95646	17,659

Each of the named corporations (hereinafter called “Constituent Corporations”) has only common shares of stock outstanding, each of which is entitled to voting rights under the Articles of Incorporation or Bylaws of each of the Constituent Corporations to the effect that each share of common stock is entitled to one vote. Voting of stock by class is not permitted by either of the Constituent Corporations.

III

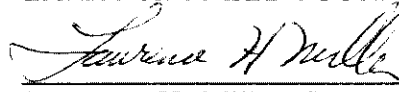
NUMBER OF SHARES VOTED FOR AND AGAINST MERGER

The stockholders of each corporation have unanimously approved the merger. The number of shares voted for and against the Plan and Agreement of Merger for each of the Constituent Corporations is as follows:

<u>Name of Corporation</u>	<u>Shares Voted for Plan</u>	<u>Shares Voted Against Plan</u>
Larry H. Miller Corporation – Boise	1,000	0
Wolfe Automotive, Inc.	17,659	0

DATED effective this 1st day of January, 2000.

LARRY H. MILLER CORPORATION – BOISE



 Lawrence H. Miller, Secretary

WOLFE AUTOMOTIVE, INC.

Lawrence H Miller

Lawrence H. Miller, Secretary

APPENDIX "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of January 1, 2000, between **LARRY H. MILLER CORPORATION-BOISE**, a Utah corporation ("LHM-Boise") and its wholly-owned subsidiary **WOLFE AUTOMOTIVE, INC.**, an Idaho corporation ("Wolfe").

WITNESSETH:

WHEREAS, LHM-Boise is a corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, Wolfe is a corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, all of the issued and outstanding capital stock of Wolfe (sometimes hereinafter referred to as the "Subsidiary") is owned by LHM-Boise (sometimes hereinafter referred to as the "Parent"); and

WHEREAS, the respective Boards of Directors of LHM-Boise and Wolfe deem it advisable that Wolfe merge with and into LHM-Boise, which shall be the surviving corporation, upon the terms and conditions set forth herein and in accordance with applicable law, and that the shares of stock of Wolfe shall be converted upon such merger (the "Merger") as set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. TERMS

1.1 At the Effective Time (as hereinafter defined) of the Merger, Wolfe shall be merged with and into LHM-Boise, which shall be the surviving corporation (LHM-Boise shall hereinafter sometimes be called the "Surviving Corporation").

1.2 Shares of Wolfe owned by LHM-Boise shall be canceled at the effective time. If it is for any reason determined that additional consideration is required to be exchanged, in exchange for the shares of Wolfe acquired by LHM-Boise incident to this Merger, each share of Wolfe shall be deemed to have been exchanged for the right to receive one (1) subscription right to one (1) share of capital stock of LHM-Boise. There are no other shareholders of Wolfe and no person or entity owns any subscription right or other right to acquire shares of Wolfe.

1.3 Immediately after the Effective Time, the transfer books of Wolfe will be deemed closed, and no transfer of shares of Common Stock shall thereafter be made or consummated.

1.4 Unless otherwise provided for by the parties to this Agreement and Plan of Merger, upon and after the Effective Time of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties, of Wolfe; and all rights, privileges, powers and franchises of Wolfe, and all property, real, personal and mixed, and all debts due to Wolfe shall be vested in and be the property of the Surviving Corporation; and all debts, liabilities and duties of Wolfe shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

SECTION 2. EFFECTIVE TIME

2.1 Subsequent to the execution of this Agreement and Plan of Merger, Wolfe shall submit this Agreement and Plan of Merger to its stockholders for their approval pursuant to and if required by applicable provisions of the General Corporation Law of the State of Idaho.

2.2 Following the approval of the Merger by the stockholders of Wolfe, and provided that this Agreement and Plan of Merger has not been terminated and abandoned pursuant to Section 5.1 hereof, LHM-Boise will cause Articles of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Utah and with the Secretary of State of the State of Idaho pursuant to applicable law.

2.3 The Merger shall become effective immediately upon the filing of the Articles of Merger with the Secretary of State of the State of Idaho (the date and time of such filing being herein sometimes referred to as the "Effective Time").

SECTION 3. COVENANTS AND AGREEMENTS

3.1 LHM-Boise, as the Surviving Corporation, shall be liable for all the obligations of Wolfe outstanding as of the Effective Time and hereby expressly assumes all such obligations as of the Effective Time.

SECTION 4. ARTICLES OF INCORPORATION, BYLAWS AND BOARD OF DIRECTORS OF SURVIVING CORPORATION

4.1 The Articles of Incorporation of LHM-Boise as constituted at the Effective Time shall thereafter be the Articles of Incorporation of the Surviving Corporation, until they shall be amended as provided by law.

4.2 The Bylaws of LHM-Boise as in effect at the Effective Time, but subject to alteration, amendment or repeal from time to time by the Board of Directors or the stockholders of the Surviving Corporation, shall govern the Surviving Corporation.

4.3 From and after the Effective Time the members of the Board of Directors of the Surviving Corporation shall consist of the persons constituting the Board of Directors of LHM-Boise.

4.4 From and after the Effective Time the officers of the Surviving Corporation shall consist of those persons serving as officers of LHM-Boise, and in their respective positions, to hold office until the expiration of their current terms, or their prior resignation, removal or death.

SECTION 5. CONDITIONS, AMENDMENTS, TERMINATION AND MISCELLANEOUS

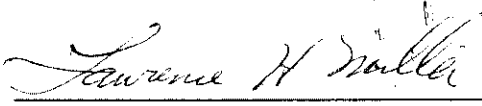
5.1 This Agreement and Plan of Merger may be terminated and the Merger may be terminated and abandoned for any reason by resolution adopted by either of the respective Boards of Directors of LHM-Boise and Wolfe at any time prior to the Effective Time, even though this Agreement and Plan of Merger shall have been approved by the Stockholders of the corporations party to this Agreement and Plan of Merger.

5.2 From time to time on and after the Effective Time, each party hereto agrees that it will execute and deliver or cause to be executed and delivered all such further assignments, assurances or other instruments, and shall take or cause to be taken all such further actions as may be necessary or desirable to consummate the Merger provided for herein and the other transactions contemplated by this Agreement and Plan of Merger.

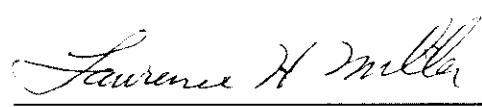
5.3 This Agreement and Plan of Merger shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5.4 For the convenience of the parties hereto, this Agreement and Plan of Merger may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original, and all such counterparts when taken together shall constitute but one and the same instrument.

WOLFE AUTOMOTIVE, INC.

By: 
Lawrence H. Miller, Secretary

LARRY H. MILLER CORPORATION-BOISE

By: 
Lawrence H. Miller, Secretary