

AMENDED AGREEMENT AND PLAN OF MERGER

This Amended Agreement and Plan of Merger made and entered into this 20th day of April, 1976, by and between Truck Equipment Sales Co., a Utah corporation, hereinafter sometimes referred to as "Truck Equipment" and Truck Equipment Sales Co. of Idaho, an Idaho corporation, hereinafter sometimes referred to as "Truck Equipment-Idaho."

WITNESSETH:

WHEREAS, Truck Equipment and Truck Equipment-Idaho desire that Truck Equipment-Idaho be merged with and into Truck Equipment and that the separate legal existence of Truck Equipment-Idaho terminate and cease; and

WHEREAS, Truck Equipment and Truck Equipment-Idaho did therefore enter into an Agreement and Plan of Merger dated March 31, 1976, which Agreement and Plan of Merger did inadvertently contain certain erroneous statements which Truck Equipment and Truck Equipment-Idaho desire to correct; and

WHEREAS, Truck Equipment and Truck Equipment-Idaho desire that their final agreements and understandings with regard to said merger be reduced to writing in accordance with the laws of the States of Utah and Idaho;

NOW, THEREFORE, in consideration of the mutual promises, obligations, covenants and agreements set forth herein as well as other consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

AMENDMENT OF AGREEMENT AND PLAN OF MERGER

That certain Agreement and Plan of Merger dated March 31, 1976 by and between Truck Equipment and Truck Equipment-Idaho dated March 31, 1976, a copy of which is attached hereto as Schedule "I" shall be and the same is hereby amended to read as set forth in Sections One through Sixteen below.

SECTION ONE

RECITALS

1. Truck Equipment is a corporation duly organized and existing under the laws of the State of Utah, with an authorized capital stock consisting of 100,000 shares of common stock with a par value of One Dollar (\$1.00) per share, of which 18,161 shares are issued and outstanding.

2. Truck Equipment-Idaho is a corporation duly organized and existing under the laws of the State of Idaho, with an authorized capital stock consisting of 150,000 shares of common stock with a par value of One Dollar (\$1.00) per share of which 134,690 shares are issued and outstanding.

SECTION TWO

EFFECTIVE DATE OF MERGER

The merger provided for by this Amended Agreement shall become effective when this Amended Agreement shall have been authorized, adopted, approved, signed and acknowledged in accordance with the laws of the States of Utah and Idaho, when certificates of its adoption shall have been executed in accordance therewith, and when this Amended Agreement so authorized,

adopted, approved, signed, acknowledged and certified shall have been filed and accepted in the offices of the Secretaries of State of the States of Utah and Idaho. The parties agree to endeavor to have the aforescribed effective date be as soon as possible.

SECTION THREE

EFFECT OF MERGER

On the effective date of the merger, the separate existence of Truck Equipment-Idaho shall cease and the same shall be merged with and into Truck Equipment in accordance with the provisions of this Amended Agreement and all the rights, privileges, powers and franchises of Truck Equipment-Idaho, both of a public and private nature, all property real, personal and mixed of Truck Equipment-Idaho, all debts owed to Truck Equipment-Idaho on any account or belonging to it and all and every other interest of Truck Equipment-Idaho shall vest in Truck Equipment without further act, deed or other transfer as effectually as they were vested in Truck Equipment-Idaho.

SECTION FOUR

EFFECT OF MERGER ON REAL PROPERTY

The title to any real estate vested in Truck Equipment-Idaho under the laws of the State of Idaho or any other jurisdiction, by deed or otherwise, shall not revert or be in any way impaired by reason of such merger.

SECTION FIVE

RIGHTS OF CREDITORS TO BE PRESERVED

All rights of creditors and all liens on property of Truck Equipment-Idaho shall be preserved unimpaired, and all debts, liabilities, restrictions, disabilities, and duties of Truck Equipment-Idaho shall thenceforth attach to Truck Equipment, and may be enforced against it to the same extent as if they had been incurred or contracted by it.

SECTION SIX

NO CONVERSION OF STOCK

Since all of the stock of Truck Equipment-Idaho is owned by Monroc, Inc. and Truck Equipment and since Truck Equipment is a wholly-owned subsidiary of Monroc, Inc., there shall, as a result of the merger be no conversion of the stock of Truck Equipment-Idaho into shares of Truck Equipment.

SECTION SEVEN

EARNED AND CAPITAL SURPLUS

The earned surplus of Truck Equipment shall be the combined earned surplus of Truck Equipment and Truck Equipment-Idaho on the effective date of the merger, and the capital surplus of Truck Equipment shall be the combined capital surplus of each of Truck Equipment and Truck Equipment-Idaho on such effective date, subject to such adjustments as may be made in accordance with sound accounting practice.

SECTION EIGHT

ASSETS AND LIABILITIES

The assets and liabilities of Truck Equipment-Idaho shall be taken up or continued on the books of Truck Equipment at the amounts at which they are respectively recorded on the books of Truck Equipment-Idaho appropriately adjusted as deemed necessary to place them on a uniform basis.

SECTION NINE

SUBMISSION TO STOCKHOLDERS

This Amended Agreement shall be submitted to the stockholders of Truck Equipment-Idaho and Truck Equipment, respectively, for approval by them of the terms hereof.

SECTION TEN

SERVICE OF PROCESS ON TRUCK EQUIPMENT

Truck Equipment may be served with process in the State of Idaho in any proceeding for enforcement of any obligation of Truck Equipment-Idaho, as well as for enforcement of any obligation of Truck Equipment arising from the merger, including any suit or other proceeding to enforce the rights of any stockholder of Truck Equipment-Idaho pursuant to the laws of the State of Idaho.

SECTION ELEVEN

EXECUTION OF INSTRUMENTS TO VEST PROPERTY IN TRUCK EQUIPMENT

If, at any time after the effective date of the merger, Truck Equipment shall consider or be advised that any instruments

of further assurance are desirable in order to evidence the vesting in it of the title to any of its property or rights, the appropriate officers and directors of Truck Equipment-Idaho shall execute and acknowledge all such instruments of further assurance, and do such other acts or things, either in the name of Truck Equipment-Idaho or in the name of Truck Equipment, as may be requisite or desirable to carry out the purposes of this Amended Agreement and Plan of Merger as herein expressed.

SECTION TWELVE

ASSUMPTION OF DEBTS OF TRUCK EQUIPMENT-IDAHO

Truck Equipment hereby further agrees to pay all debts and liabilities of Truck Equipment-Idaho, and all debts and liabilities of Truck Equipment-Idaho shall attach to Truck Equipment and may be enforced against it to the same extent as if they had been incurred or contracted by it, and all liens on the property of Truck Equipment-Idaho shall be preserved unimpaired.

SECTION THIRTEEN

EXPENSES OF MERGER PROCEEDINGS

Except as hereinafter provided, Truck Equipment shall pay all the expenses of accomplishing the merger provided for by this Amended Agreement, including without limitation the expenses of Truck Equipment-Idaho incurred in connection with this Amended Agreement and the negotiations relating thereto and preparations for carrying the same into effect. Truck Equipment and Truck Equipment-Idaho shall each pay their own expenses of the afore-

said character which are payable prior to the effective date of the merger, and all of such expenses incurred by each of them if for any reason the merger shall not be consummated.

SECTION FOURTEEN

NO CHANGE IN ARTICLES OF INCORPORATION

This Amended Agreement and Plan of Merger shall effect no change in the Articles of Incorporation of Truck Equipment.

SECTION FIFTEEN

RIGHT TO AMEND AGREEMENT

At any time prior to approval of this Amended Agreement by the shareholders of either Truck Equipment or Truck Equipment-Idaho, the same may be amended in any particular or particulars by a written amendment executed by Truck Equipment, Truck Equipment-Idaho and their respective Boards of Directors.

SECTION SIXTEEN

MISCELLANEOUS PROVISIONS

1. The rights and/or obligations of any party to this Amended Agreement may not be assigned without the prior written consent of the other parties to the Amended Agreement.

2. It is expressly understood that this Amended Agreement constitutes the entire agreement between the parties hereto and there are no representations, warranties, or agreements except as set forth herein. The terms and conditions of this Amended Agreement may be modified only by a written agreement signed by all parties hereto.

3. This Amended Agreement shall be binding upon the parties, their heirs, successors and permitted assigns.

4. Any notice, with regard to this Amended Agreement, from any party thereto to any other party or parties, shall be sent by registered or certified mail, postage prepaid, to the addresses set forth below:

If to Truck Equipment:

1103 South 700 West
Salt Lake City, Utah 84116

If to Truck Equipment-Idaho:

1103 South 700 West
Salt Lake City, Utah 84116

The above-listed addresses may be changed upon written notice thereof given to the other party.

5. Except to the extent controlled by the corporate laws of the State of Idaho which deal with mergers, all of the terms, conditions and other provisions of this Agreement shall be interpreted and governed by reference to the laws of the State of Utah and any dispute arising therefrom and remedies available shall be determined in accordance with such laws.

IN WITNESS WHEREOF, each of the parties hereto has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized, as of the day and year first above written.

TRUCK EQUIPMENT SALES CO.
("Truck Equipment")

By: Richard Bell
Richard Bell, President

ATTEST:

Glen E. Kraft
Glen E. Kraft, Secretary

(SEAL)

DIRECTORS OF TRUCK EQUIPMENT SALES CO.

A. P. Kibbe
A. P. Kibbe

John D. Smith
John D. Smith

Stanton E. Wilson
Stanton E. Wilson

Richard Bell
Richard Bell

Glen E. Kraft
Glen E. Kraft

TRUCK EQUIPMENT SALES CO. OF IDAHO

ATTEST:

Glen E. Kraft
Glen E. Kraft, Secretary

(SEAL)

Richard Bell
Richard Bell, President

DIRECTORS OF TRUCK EQUIPMENT SALES CO. OF IDAHO

Glen E. Kraft
Glen E. Kraft

Richard Bell
Richard Bell

John D. Smith
John D. Smith

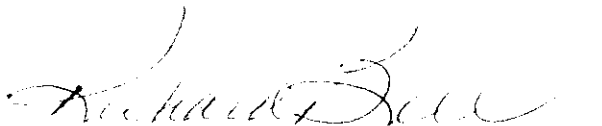
Stanton E. Wilson
Stanton E. Wilson

A. P. Kibbe
A. P. Kibbe

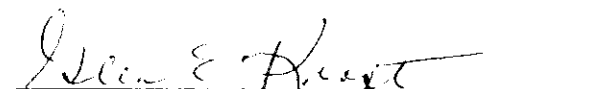
CERTIFICATE

Richard Bell and Glen E. Kraft respectively President and Secretary of Truck Equipment Sales Co. of Idaho, an Idaho corporation, hereby certify that on the 20th day of April, 1976 Monroc, Inc. and Truck Equipment Sales Co., the only shareholders of Truck Equipment Sales Co. of Idaho, duly executed a Written Consent of all Shareholders, pursuant to the provisions of Section 30-133 of the Idaho Code Annotated (1967), and that thereby all of the 134,690 shares of the corporation authorized to vote on the question of approval and adoption of the foregoing Amended Agreement and Plan of Merger were voted in favor of approval and adoption and no shares were voted against said approval and adoption and the said Amended Agreement and Plan of Merger was therefore approved and adopted by the holders of all of the outstanding shares of the corporation.

TRUCK EQUIPMENT SALES CO.
OF IDAHO


Richard Bell, President

ATTEST:


Glen E. Kraft, Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 27th day of April, 1976, personally
appeared before me Richard Bell, who being by me duly sworn
did say that he is the President of Truck Equipment Sales Co.
of Idaho and that he duly executed the foregoing Certificate
as such.

Richard Bell
Notary Public
Residing at: Salt Lake City Utah

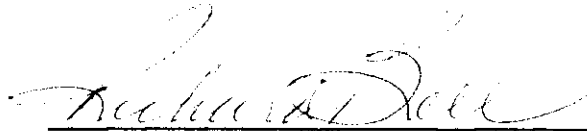
My Commission Expires:

March 1, 1978

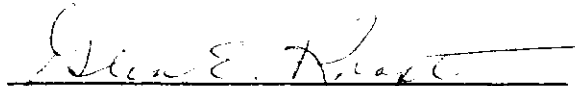
CERTIFICATE

Richard Bell and Glen E. Kraft respectively President and Secretary of Truck Equipment Sales Co., a Utah corporation, hereby certify that on the 20th day of April, 1976 a Written Consent of all Shareholders of the corporation was duly executed by Monroc, Inc., sole shareholder of Truck Equipment Sales Co., pursuant to the provisions of Section 16-10-138 of the Utah Code Annotated (1953), as amended, and that by and through said Written Consent all of the 18,161 shares of the corporation authorized to vote on the question of approval and adoption of the foregoing Amended Agreement and Plan of Merger were voted in favor of approval and adoption and no shares were voted against approval and adoption and said Amended Agreement and Plan of Merger was therefore approved and adopted by the holder of all of the issued and outstanding shares of the corporation.

TRUCK EQUIPMENT SALES CO.


Richard Bell, President

ATTEST:


Glen E. Kraft, Secretary

STATE OF UTAH)

: SS.

COUNTY OF SALT LAKE)

On the 27th day of April, 1976, personally appeared before me Richard Bell, who being by me duly sworn did say that he is the President of Truck Equipment Sales Co. and that he duly executed the foregoing Certificate as such.

6.75 1000000

Notary Public

Residing at: Salt Lake City Utah

My Commission Expires:

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SCHEDULE "I"

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger made and entered into this 5th day of March, 1976, by and between Truck Equipment Sales Co., a Utah corporation, hereinafter sometimes referred to as "Truck Equipment" and Truck Equipment Sales Co. of Idaho, an Idaho corporation, hereinafter sometimes referred to as "Truck Equipment-Idaho."

WITNESSETH:

WHEREAS, Truck Equipment and Truck Equipment-Idaho desire that Truck Equipment-Idaho be merged with and into Truck Equipment and that the separate legal existence of Truck Equipment-Idaho terminate and cease,

WHEREAS, Truck Equipment and Truck Equipment-Idaho desire that their agreements and understandings with regard to said merger be reduced to writing in accordance with the laws of the States of Utah and Idaho.

NOW, THEREFORE, in consideration of the mutual promises, obligations, covenants and agreements set forth herein as well as other consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

SECTION ONE

RECITALS

1. Truck Equipment is a corporation duly organized and existing under the laws of the State of Utah, with an authorized capital stock consisting of 100,000 shares of common stock with

a par value of One Dollar (\$1.00), of which 18,161 shares are issued and outstanding.

2. Truck Equipment-Idaho is a corporation duly organized and existing under the laws of the State of Idaho, with an authorized capital stock consisting of 150,000 shares of common stock with a par value of One Dollar (\$1.00) per share of which 78,496 shares are issued and outstanding.

SECTION TWO

EFFECTIVE DATE OF MERGER

The merger provided for by this Agreement shall become effective when this Agreement shall have been authorized, adopted, approved, signed and acknowledged in accordance with the laws of the States of Utah and Idaho, when certificates of its adoption shall have been executed in accordance therewith, and when this Agreement so authorized, adopted, approved, signed, acknowledged and certified shall have been filed and accepted in the offices of the Secretaries of State of the States of Utah and Idaho. The parties agree to endeavor to have the aforescribed effective date be the 27th day of February, 1976.

SECTION THREE

EFFECT OF MERGER

On the effective date of the merger, the separate existence of Truck Equipment-Idaho shall cease and the same shall be merged with and into Truck Equipment in accordance with

the provisions of this Agreement and all the rights, privileges, powers and franchises of Truck Equipment-Idaho, both of a public and private nature, all property real, personal and mixed of Truck Equipment-Idaho, all debts owed to Truck Equipment-Idaho on any account or belonging to it and all and every other interest of Truck Equipment-Idaho shall vest in Truck Equipment without further act, deed or other transfer as effectually as they were vested in Truck Equipment-Idaho.

SECTION FOUR

EFFECT OF MERGER ON REAL PROPERTY

The title to any real estate vested in Truck Equipment-Idaho under the laws of the State of Idaho or any other jurisdiction, by deed or otherwise, shall not revert or be in any way impaired by reason of such merger.

SECTION FIVE

RIGHTS OF CREDITORS TO BE PRESERVED

All rights of creditors and all liens on property of Truck Equipment-Idaho shall be preserved unimpaired, and all debts, liabilities, restrictions, disabilities, and duties of Truck Equipment-Idaho shall thenceforth attach to Truck Equipment, and may be enforced against it to the same extent as if they had been incurred or contracted by it.

SECTION SIX

NO CONVERSION OF STOCK

Since Truck Equipment-Idaho is a wholly-owned subsidiary

of Monroc, Inc. and since Truck Equipment is also a wholly-owned subsidiary of Monroc, Inc., there shall, as a result of the merger be no conversion of the stock of Truck Equipment-Idaho into shares of Truck Equipment.

SECTION SEVEN

EARNED AND CAPITAL SURPLUS

The earned surplus of Truck Equipment shall be the combined earned surplus of Truck Equipment and Truck Equipment-Idaho on the effective date of the merger, and the capital surplus of Truck Equipment shall be the combined capital surplus of each of Truck Equipment and Truck Equipment-Idaho on such effective date, subject to such adjustments as may be made in accordance with sound accounting practice.

SECTION EIGHT

ASSETS AND LIABILITIES

The assets and liabilities of Truck Equipment-Idaho shall be taken up or continued on the books of Truck Equipment at the amounts at which they are respectively recorded on the books of Truck Equipment-Idaho appropriately adjusted as deemed necessary to place them on a uniform basis.

SECTION NINE

SUBMISSION TO STOCKHOLDERS

This Agreement shall be submitted to the stockholders of Truck Equipment-Idaho and Truck Equipment, respectively, for approval by them of the terms hereof.

SECTION TEN

SERVICE OF PROCESS ON TRUCK EQUIPMENT

Truck Equipment may be served with process in the State of Idaho in any proceeding for enforcement of any obligation of Truck Equipment-Idaho, as well as for enforcement of any obligation of Truck Equipment arising from the merger, including any suit or other proceeding to enforce the rights of any stockholder of Truck Equipment-Idaho pursuant to the laws of the State of Idaho.

SECTION ELEVEN

EXECUTION OF INSTRUMENTS TO VEST PROPERTY IN TRUCK EQUIPMENT

If, at any time after the effective date of the merger, Truck Equipment shall consider or be advised that any instruments of further assurance are desirable in order to evidence the vesting in it of the title to any of its property or rights, the appropriate officers and directors of Truck Equipment-Idaho shall execute and acknowledge all such instruments of further assurance, and do such other acts or things, either in the name of Truck Equipment-Idaho or in the name of Truck Equipment, as may be requisite or desirable to carry out the purposes of this Agreement and Plan of Merger as herein expressed.

SECTION TWELVE

ASSUMPTION OF DEBTS OF TRUCK EQUIPMENT-IDAHO

Truck Equipment hereby further agrees to pay all debts and liabilities of Truck Equipment-Idaho, and all debts and liabilities of Truck Equipment-Idaho shall attach to Truck Equipment

and may be enforced against it to the same extent as if they had been incurred or contracted by it, and all liens on the property of Truck Equipment-Idaho shall be preserved unimpaired.

SECTION THIRTEEN

EXPENSES OF MERGER PROCEEDINGS

Except as hereinafter provided, Truck Equipment shall pay all the expenses of accomplishing the merger provided for by this Agreement, including without limitation the expenses of Truck Equipment-Idaho incurred in connection with this Agreement and the negotiations relating thereto and preparations for carrying the same into effect. Truck Equipment and Truck Equipment-Idaho shall each pay its own expenses of the aforesaid character which are payable prior to the effective date of the merger, and all of such expenses incurred by it if for any reason the merger shall not be consummated.

SECTION FOURTEEN

NO CHANGE IN ARTICLES OF INCORPORATION

This Agreement and Plan of Merger shall effect no change in the Articles of Incorporation of Truck Equipment.

SECTION FIFTEEN

RIGHT TO AMEND AGREEMENT

At any time prior to approval of this Agreement by the shareholders of either Truck Equipment or Truck Equipment-Idaho, the same may be amended in any particular or particulars by a

written amendment by Truck Equipment, Truck Equipment-Idaho and their respective Boards of Directors.

SECTION SIXTEEN

MISCELLANEOUS PROVISIONS

1. The rights and/or obligations of any party to this Agreement may not be assigned without the prior written consent of the other parties to the Agreement.

2. It is expressly understood that this Agreement constitutes the entire agreement between the parties hereto and there are no representations, warranties, or agreements except as set forth herein. The terms and conditions of this Agreement may be modified by a written agreement only signed by all parties hereto.

3. This agreement shall be binding upon the parties, their heirs, successors and permitted assigns.

4. Any notice, with regard to this Agreement, from any party thereto to any other party or parties, shall be sent by registered or certified mail, postage prepaid, to the addressed set forth below:

If to Truck Equipment:

Truck Equipment
1103 South 7th St
Salt Lake City, Utah 84115

If to Truck Equipment-Idaho:

Truck Equipment-Idaho
1103 South 7th St
Salt Lake City, Utah 84115

The above-listed addresses may be changed upon written notice thereof given to the other party.

5. Except to the extent controlled by the corporate laws of the State of Idaho which deal with mergers, all of the terms, conditions and other provisions of this Agreement shall be interpreted and governed by reference to the laws of the State of Utah and any dispute arising therefrom and remedies available shall be determined in accordance with such laws.

IN WITNESS WHEREOF, each of the parties hereto has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized, as of the day and year first above written.

TRUCK EQUIPMENT SALES CO.
("Truck Equipment")

ATTEST:

Glen E. Kraft
Secretary

By: Richard D. Bell
Its: President

(SEAL)

DIRECTORS OF TRUCK EQUIPMENT SALES CO.

A. P. Kibbe
A. P. Kibbe

John D. Smith
John D. Smith

Stanton E. Wilson
Stanton E. Wilson

Dick Bell
Dick Bell

Glen E. Kraft
Glen E. Kraft

TRUCK EQUIPMENT SALES CO. OF IDAHO

ATTEST:

Glen E. Kraft
Secretary

(SEAL)

By: Richard D. Duce
Its: President

DIRECTORS OF TRUCK EQUIPMENT SALES CO. OF IDAHO

<u>Glen E. Kraft</u>	<u>Richard D. Duce</u>
<u>John Smith</u>	<u>John E. Duce</u>
<u>John E. Duce</u>	

CERTIFICATE

Richard E. Bell and Glen E. Kraft

respectively President and Secretary of Truck Equipment Sales Co. of Idaho, an Idaho corporation, hereby certify that on the 31st day of March, 1976 Truck Equipment Sales Co., the sole shareholder of Truck Equipment Sales Co. of Idaho, duly executed a Written Consent of all Shareholders, pursuant to the provisions of Section 30-133 of the Idaho Code Annotated (1967), and that thereby all of the 73,400 shares of the corporation authorized to vote on the question of approval and adoption of the foregoing Agreement and Plan of Merger were voted in favor of approval and adoption and no shares were voted against said approval and adoption and the said Agreement and Plan of Merger was therefore approved and adopted by the holder of all of the outstanding shares of the corporation.

TRUCK EQUIPMENT SALES CO.
OF IDAHO

Richard E. Bell
President

ATTEST:

Glen E. Kraft
Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 11 day of August, 1976, personally
appeared before me John A. Smith, who being by me
duly sworn did say that he is the President of Truck
Equipment Sales Co. of Idaho and that he duly executed
the foregoing Certificate as such.

Notary Public
Residing at: 1111 N. 1st St. Salt Lake City, Utah

My Commission Expires:

CERTIFICATE

Richard Bell and John L. Smith

respectively President and Secretary of Truck Equipment Sales Co., a Utah corporation, hereby certify that on the ___ day of March, 1976 a Written Consent of all Shareholders of the corporation was duly executed by Monroc, Inc., sole shareholder of Truck Equipment Sales Co., pursuant to the provisions of Section 16-10-138 of the Utah Code Annotated (1953), as amended, and that by and through said Written Consent all of the 18,161 shares of the corporation authorized to vote on the question of approval and adoption of the foregoing Agreement and Plan of Merger were voted in favor of approval and adoption and no shares were voted against approval and adoption and said Agreement and Plan of Merger was therefore approved and adopted by the holder of all of the issued and outstanding shares of the corporation.

TRUCK EQUIPMENT SALES CO.

Richard Bell
President

ATTEST:

John E. Kratz
Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 14 day of June, 1976, personally
appeared before me James E. [unclear], who being
by me duly sworn did say that he is the President of Truck
Equipment Sales Co. and that he duly executed the foregoing
Certificate as such.

Notary Public
Residing at: [unclear]

My Commission Expires:
