

ARTICLES OF MERGER

OF

06 JAN 18 PM 2:00

SECRETARY OF STATE  
STATE OF IDAHO

WELLS FARGO FINANCIAL ACCEPTANCE IDAHO, INC.

AND

WELLS FARGO FINANCIAL IDAHO, INC.

To the Secretary of State  
of the State of Idaho

Pursuant to the provisions of the Idaho Business Corporation Act, the domestic corporations herein named do hereby submit the following articles of merger.

1. Annexed hereto and made a part hereof is the Plan and Agreement of Merger for merging Wells Fargo Financial Acceptance Idaho, Inc. with and into Wells Fargo Financial Idaho, Inc. as adopted by the respective Boards of Directors of Wells Fargo Financial Acceptance Idaho, Inc. and Wells Fargo Financial Idaho, Inc.

2. The Plan and Agreement of Merger was duly approved by the sole shareholder of Wells Fargo Financial Acceptance Idaho, Inc. in the manner required by the Idaho Business Corporation Act and the Articles of Incorporation of Wells Fargo Financial Acceptance Idaho, Inc.

3. The Plan and Agreement of Merger did not require approval by the sole shareholder of Wells Fargo Financial Idaho, Inc.

4. Wells Fargo Financial Idaho, Inc. will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Idaho Business Corporation Act.

5. The effective time and date in the State of Idaho of the merger herein provided for shall be 8:00 a.m. on February 1st, 2006.

Executed on January 13th, 2006.

Wells Fargo Financial Acceptance Idaho, Inc.

By

Reed W. Ramsay, President

Wells Fargo Financial Idaho, Inc.

By

Reed W. Ramsay, President

IDAHO SECRETARY OF STATE  
01/18/2006 05:00  
CK: 1652627 CT: 74104 BH: 932721  
1 @ 30.00 = 30.00 MERGER # 2  
1 @ 20.00 = 20.00 EXPEDITE C # 3

C 70669

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger is made by and among Wells Fargo Financial Acceptance Idaho, Inc., an Idaho corporation, and Wells Fargo Financial Idaho, Inc., an Idaho corporation.

### RECITALS

The respective Boards of Directors of Wells Fargo Financial Acceptance Idaho, Inc. and Wells Fargo Financial Idaho, Inc. having deemed the merger to be desirable and in the best interest of their shareholders duly adopted resolutions approving this Plan and Agreement of Merger. The Board of Directors of Wells Fargo Financial Acceptance Idaho, Inc. further directed that this Plan and Agreement of Merger be submitted to the sole shareholder of Wells Fargo Financial Acceptance Idaho, Inc. for approval, and recommended that said shareholder approve this Plan and Agreement of Merger. The sole shareholder of Wells Fargo Financial Acceptance Idaho, Inc. approved this Plan and Agreement of Merger.

In consideration of the foregoing recitals and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the merger, and the manner of carrying the same into effect, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

### ARTICLE I

In accordance with the provisions of this Plan and Agreement of Merger and the laws of the State of Idaho, Wells Fargo Financial Acceptance Idaho, Inc. shall be merged with and into Wells Fargo Financial Idaho, Inc., which shall continue in existence as the surviving corporation.

The name of the surviving company shall be Wells Fargo Financial Idaho, Inc.

### ARTICLE II

The merger shall become effective upon the filing of Articles of Merger, incorporating this Plan and Agreement of Merger as the plan of merger, with the Idaho Secretary of State pursuant to the provisions of the laws of the State of Idaho, or at such other date and time as may be agreed upon by the parties hereto and specified in such Articles of Merger as permitted by the Idaho Business Corporation Act, said effective date and time hereinafter referred to as the "Effective Date."

### ARTICLE III

On the Effective Date, by virtue of the merger, and without any action on the part of the holder of any share of capital stock of either of the corporations involved:

(a) Each share of Wells Fargo Financial Acceptance Idaho, Inc. voting common stock issued and outstanding immediately prior to the Effective Date shall be canceled without

consideration.

(b) None of the shares of Wells Fargo Financial Idaho, Inc. common stock issued and outstanding as of the Effective Date shall be converted as a result of the merger, but all such shares shall remain issued and outstanding shares of the common stock of Wells Fargo Financial Idaho, Inc., as the surviving corporation.

#### ARTICLE IV

The Articles of Incorporation of Wells Fargo Financial Idaho, Inc. in effect immediately prior to the Effective Date shall continue in effect as the Articles of Incorporation of Wells Fargo Financial Idaho, Inc., as the surviving corporation. Such Articles of Incorporation, separate and apart from this Plan and Agreement of Merger shall be, and may be separately certified as the Articles of Incorporation of Wells Fargo Financial Idaho, Inc., as the surviving corporation.

#### ARTICLE V

(a) The By-Laws of Wells Fargo Financial Idaho, Inc. in effect immediately prior to the Effective Date shall continue in effect as the By-Laws of Wells Fargo Financial Idaho, Inc., as the surviving corporation, until altered, amended, or repealed.

(b) The directors and officers of Wells Fargo Financial Idaho, Inc. immediately prior to the Effective Date shall continue to be the directors and officers of Wells Fargo Financial Idaho, Inc., as the surviving corporation, to serve, in each case, until their successors shall have been elected and shall qualify.

#### ARTICLE VI

This Plan and Agreement of Merger may be terminated or abandoned, at any time prior to the Effective Date, by the Board of Directors of either Wells Fargo Financial Acceptance Idaho, Inc. or Wells Fargo Financial Idaho, Inc., whether prior to or after approval of this Plan and Agreement of Merger by the shareholder of Wells Fargo Financial Acceptance Idaho, Inc.

#### ARTICLE VII

On the Effective Date, the separate existence of Wells Fargo Financial Acceptance Idaho, Inc. shall cease, and the corporate existence and identity of Wells Fargo Financial Idaho, Inc., as the surviving corporation, shall continue under the name Wells Fargo Financial Idaho, Inc. Wells Fargo Financial Idaho, Inc. shall have all of the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the laws of the State of Idaho. Wells Fargo Financial Idaho, Inc. shall thereupon and thereafter, to the extent consistent with its Articles of Incorporation, possess all the rights, privileges, immunities, and franchises of a public as well as of a private nature, of Wells Fargo Financial Acceptance Idaho, Inc., and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choices in action, and all and every other interest, of or belonging to or due to Wells Fargo Financial Acceptance Idaho, Inc., shall be taken and deemed to be transferred to and

vested in Wells Fargo Financial Idaho, Inc., without further act or deed; and the title to any real estate or other property, or any interest therein, owned by Wells Fargo Financial Acceptance Idaho, Inc., shall be vested in Wells Fargo Financial Idaho, Inc. without reversion or impairment.

Wells Fargo Financial Idaho, Inc. shall thenceforth be responsible for all the liabilities and obligations of Wells Fargo Financial Acceptance Idaho, Inc., and any claims existing or action or proceeding pending by or against Wells Fargo Financial Acceptance Idaho, Inc. may be prosecuted by judgment as if the merger had not taken place, or Wells Fargo Financial Idaho, Inc. may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Wells Fargo Financial Acceptance Idaho, Inc. or Wells Fargo Financial Idaho, Inc. shall be impaired by the merger.

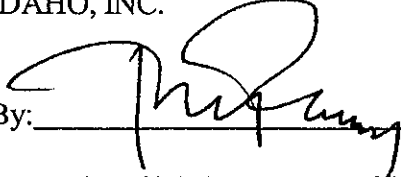
#### ARTICLE VIII

This Plan and Agreement of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, except as otherwise required by law.

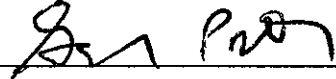
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IN WITNESS WHEREOF, Wells Fargo Financial Acceptance Idaho, Inc. and Wells Fargo Financial Idaho, Inc. have executed this Plan and Agreement of Merger by and through their duly authorized officers.

WELLS FARGO FINANCIAL ACCEPTANCE  
IDAHO, INC.

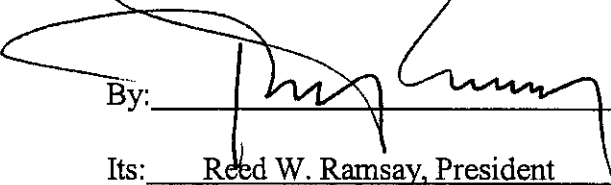
By: 

Its: Reed W. Ramsay, President

By: 

Its: Gary M. Poetting, Vice President and  
Secretary

WELLS FARGO FINANCIAL IDAHO, INC.

By: 

Its: Reed W. Ramsay, President

By: 

Its: Gary M. Poetting, Vice President and  
Secretary