

FILED

98 FEB 17 AM 9:59 ARTICLES OF MERGER AND AMENDMENT

SECRETARY OF STATE OF IDAHO Pursuant to the provisions of the Idaho Business Corporation Act and Idaho Limited Liability Company Act, the following Articles of Merger and Amendment are hereby adopted:

1. Name. The names of the entities executing these Articles of Merger are: Idaho Falls Auto & Truck Plaza, Inc., an Idaho corporation, and ABH Development, L.L.C., an Idaho limited liability company.

2. Merger. Effective as of January 1, 1998, Idaho Falls Auto & Truck Plaza, Inc., is being merged into ABH Development, L.L.C. Said merger shall be upon the terms set forth in that certain Agreement and Plan of Merger, adopted by said entities, a copy of which is attached hereto and incorporated by reference.

3. Surviving Entity. As set forth in said Plan of Merger, the surviving entity shall be ABH Development, L.L.C.

4. Shares. The number of shares of stock outstanding in Idaho Falls Auto & Truck Plaza, Inc., at the time of adoption of such Plan of Merger was 1,000. All of said shares were entitled to vote upon the adoption thereof, all shares being common stock, and there being no other classes of stock issued by said corporation.

5. Adoption. All stockholders of Idaho Falls Auto & Truck Plaza, Inc., adopted said Plan of Merger, by unanimous written consent, in lieu of a meeting, and said Plan was further approved by all members of the board of directions of Idaho Falls Auto & Truck Plaza, Inc. Said Plan of Merger was also adopted by all the members of ABH Development, L.L.C.

6. Amendment and Surrender of Shares. As of the effective date of said Plan of Merger, all shares of stock issued in Idaho Falls Auto & Truck Plaza, Inc., shall be surrendered and marked cancelled upon the terms set forth in said Plan of Merger.

7. Stated Capital. No further amendment in the amount of stated capital in either entity is made.

DATE: 1-1-98

IDAHO FALLS AUTO & TRUCK PLAZA, INC.

By: John W. H. Reed

Title

IDAHO SECRETARY OF STATE

02/20/1998 11:16
OK: 1038 ST: 34283 SN: 82389

11:16:00 = 38.00 110 PERIOD

ATTEST:

John W. H. Reed
Secretary

SIGNATURES CONTINUED ON FOLLOWING PAGE

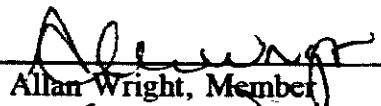
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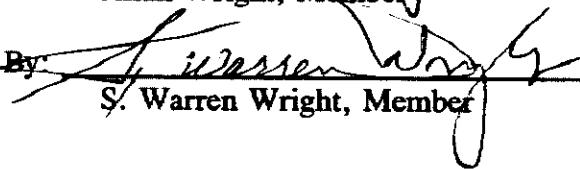
ABH DEVELOPMENT, L.L.C.

By: 

Hal Wright, Member

By: 

Allan Wright, Member

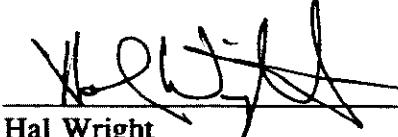
By: 

S. Warren Wright, Member

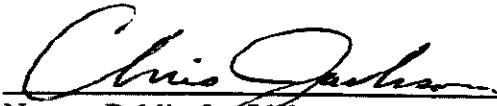
STATE OF IDAHO)
)
)ss.
County of Bonneville)

Hal Wright, being first duly sworn, on oath, deposes and states that he is the president of Idaho Falls Auto & Truck Plaza, Inc.; that he signed the foregoing Articles of Amendment as President of said corporation; and that the statements therein contained are true.

DATE: 1-7-98


Hal Wright

SUBSCRIBED AND SWORN to before me this 7th day of January,
1998.


Notary Public for Idaho

Residing at: 390 Holloway, Idaho Falls, ID

My Commission Expires: 12/31/2003

STATE OF IDAHO)
)
)ss.
County of Bonneville)

S. Warren Wright, Hal, Wright, and Allan Wright, being first duly sworn, on oath, depose and state as follows: that they constitute all members of ABH Development, L.L.C.;

that they signed the foregoing Articles of Amendment on behalf of said company; and that the statements therein contained are true.

DATE: 1-7-98

S. Warren Wright
S. Warren Wright

Hal Wright
Hal Wright

Allan Wright
Allan Wright

SUBSCRIBED AND SWORN to before me this 7th day of January,
1998.

Chris Jackson
Notary Public for Idaho
Residing at:
My Commission Expires:

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated the 1 day of January, 1998, and is entered into between ABH Development, L.L.C., an Idaho limited liability Company ("ABH") and Idaho Falls Auto & Truck Plaza, Inc., an Idaho corporation ("Truck Plaza").

RECITALS:

A. ABH is a limited liability company duly organized and existing under the laws of the State of Idaho. The Members thereof are Allan Wright, Hal Wright, and S. Warren Wright.

B. Truck Plaza is an Idaho corporation duly organized and existing under the laws of the State of Idaho. The stockholders thereof are Allan Wright, Hal Wright, and S. Warren Wright. Said stock is owned as follows:

Allan Wright:	345 shares
Hal Wright:	345 shares
S. Warren Wright:	310 shares

C. Truck Plaza and ABH deem it to be in their best interests to merge Truck Plaza into ABH, with ABH being the surviving entity.

NOW, THEREFORE, the parties hereby agree as follows:

1. Surviving Entity. Truck Plaza shall be merged into ABH, and the corporate existence of Truck Plaza shall cease as of the date stated herein, upon the merger of Truck Plaza into ABH. Upon such merger, ABH shall become the surviving entity and shall be vested with all of the rights and property of Truck Plaza, and shall become subject to all of the debts and liabilities of Truck Plaza, in the same manner as if ABH had itself incurred them.

2. Principal Office. The principal office of ABH shall continue at 615 East Iona Road, Idaho Falls, Idaho 83401.

3. Agent. The registered agent for ABH shall continue to be Hal Wright, and the registered office of the corporation shall be at 615 East Iona Road, Idaho Falls, Idaho 83401.

4. Owners and Members. The owners and Members of ABH shall continue to be Allan Wright, Hal Wright, and S. Warren Wright, in the same proportions as they now hold.

5. Management. Section 12, of the operating agreement of ABH, dated February 28, 1997, is hereby amended to read as follows:

12. Management of the Company.

(a) Manager. This Company shall be managed by persons identified as "Managing Members" or "managers." Said individuals shall

be Hal Wright and Allan Wright. Those two Members shall be responsible for all management decisions of this Company. S. Warren Wright shall have no participation in the management decisions of this Company, except as specifically stated herein. If either Hal Wright or Allan Wright shall, for any reason, cease to be a Managing Member, the other shall be the sole Managing Member. Unless otherwise expressly provided herein, all reference hereinafter to action to be taken by the Company shall mean action taken in its name and on its behalf by the Managing Members. The Managing Members shall have full, exclusive, and complete discretion in the management and control of the affairs of the Company for the purposes herein stated and shall make all decisions affecting the Company affairs. In discharging their managerial responsibilities, the Managing Members shall not be liable to the other Members for any good faith act or omission to act or for any act or omission that does not constitute gross negligence or willful misconduct. No Managing Member shall have any contractual right to such position. Each Managing Member shall serve until the earliest of the Managing Member, by vote of the Members of the Company according to their percentages of ownership herein, or when a Managing Member is no longer a Member of the Company. Any Managing Member may be removed, as stated, by the affirmative vote of a majority in interest of the Members.

(b) Compensation. The Managing Members shall be paid reasonable compensation for management and other services provided to the Company.

(c) Expenses. The Managing Members shall be reimbursed by the Company for all direct expenses incurred and paid by them in connection with their management of the affairs of the Company.

4. Adoption of Plan. This agreement shall be submitted to the Members of ABH and the stockholders and directors of Truck Plaza for their approval.

5. Effective Date. The merger hereunder shall be deemed effective as of January 1, 1998.

6. Abandonment of Merger. Anything to the contrary herein notwithstanding, if the board of directors of Truck Plaza and the Members of ABH should determine, either before or after the meeting of the stockholders of Truck Plaza or Members of ABH, called to vote on the adoption or rejection of this agreement, that for valid legal, financial, or other business reasons deemed sufficient by such board or Members, it is not in the best interest of ABH or Truck Plaza to consummate the merger, such board of directors, or Members, may abandon the merger by appropriate action.

DATED the day and year first stated above.

IDAHO FALLS AUTO & TRUCK PLAZA, INC.

By: Hal Wright
Title

ATTEST:

Allan Wright Sec
Secretary

ABH DEVELOPMENT, L.L.C.

By: Hal Wright
Hal Wright, Member

By: Allan Wright
Allan Wright, Member

By: S. Warren Wright
S. Warren Wright, Member

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RECITALS:

A. ABH is a limited liability company duly organized and existing under the laws of the State of Idaho. The Members thereof are Allan Wright, Hal Wright, and S. Warren Wright.

B. Truck Plaza is an Idaho corporation duly organized and existing under the laws of the State of Idaho. The stockholders thereof are Allan Wright, Hal Wright, and S. Warren Wright. Said stock is owned as follows:

Allan Wright:	345 shares
Hal Wright:	345 shares
S. Warren Wright:	310 shares

C. Truck Plaza and ABH deem it to be in their best interests to merge Truck Plaza into ABH, with ABH being the surviving entity.

NOW, THEREFORE, the parties hereby agree as follows:

1. Surviving Entity. Truck Plaza shall be merged into ABH, and the corporate existence of Truck Plaza shall cease as of the date stated herein, upon the merger of Truck Plaza into ABH. Upon such merger, ABH shall become the surviving entity and shall be vested with all of the rights and property of Truck Plaza, and shall become subject to all of the debts and liabilities of Truck Plaza, in the same manner as if ABH had itself incurred them.

2. Principal Office. The principal office of ABH shall continue at 615 East Iona Road, Idaho Falls, Idaho 83401.

3. Agent. The registered agent for ABH shall continue to be Hal Wright, and the registered office of the corporation shall be at 615 East Iona Road, Idaho Falls, Idaho 83401.

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be Hal Wright and Allan Wright. Those two Members shall be responsible for all management decisions of this Company. S. Warren Wright shall have no participation in the management decisions of this Company, except as specifically stated herein. If either Hal Wright or Allan Wright shall, for any reason, cease to be a Managing Member, the other shall be the sole Managing Member. Unless otherwise expressly provided herein, all reference hereinafter to action to be taken by the Company shall mean action taken in its name and on its behalf by the Managing Members. The Managing Members shall have full, exclusive, and complete discretion in the management and control of the affairs of the Company for the purposes herein stated and shall make all decisions affecting the Company affairs. In discharging their managerial responsibilities, the Managing Members shall not be liable to the other Members for any good faith act or omission to act or for any act or omission that does not constitute gross negligence or willful misconduct. No Managing Member shall have any contractual right to such position. Each Managing Member shall serve until the earliest of the Managing Member, by vote of the Members of the Company according to their percentages of ownership herein, or when a Managing Member is no longer a Member of the Company. Any Managing Member may be removed, as stated, by the affirmative vote of a majority in interest of the Members.

(b) Compensation. The Managing Members shall be paid reasonable compensation for management and other services provided to the Company.

(c) Expenses. The Managing Members shall be reimbursed by the Company for all direct expenses incurred and paid by them in connection with their management of the affairs of the Company.

4. Adoption of Plan. This agreement shall be submitted to the Members of ABH and the stockholders and directors of Truck Plaza for their approval.

5. Effective Date. The merger hereunder shall be deemed effective as of January 1, 1998.

6. Abandonment of Merger. Anything to the contrary herein notwithstanding, if the board of directors of Truck Plaza and the Members of ABH should determine, either before or after the meeting of the stockholders of Truck Plaza or Members of ABH, called to vote on the adoption or rejection of this agreement, that for valid legal, financial, or other business reasons deemed sufficient by such board or Members, it is not in the best interest of ABH or Truck Plaza to consummate the merger, such board of directors, or Members, may abandon the merger by appropriate action.

DATED the day and year first stated above:

IDAHO FALLS AUTO & TRUCK PLAZA, INC.

By: Hal Wright

Title

ATTEST:

Allan Wright Sec
Secretary

ABH DEVELOPMENT, L.L.C.

By: Hal Wright

Hal Wright, Member

By: Allan Wright

Allan Wright, Member

By: S. Warren Wright

S. Warren Wright, Member

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