

State of Idaho



Department of State.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, ARNOLD WILLIAMS, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

OWYHEE, INC.,

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **24th** day of **November** **1961**,

Agreement of Merger
original ~~articles of amendment~~, as provided by Sections **30-146, 30-147, 30-151 & 30-153,**

**Idaho Code, merging LINCOLN HOTEL COMPANY, an Idaho corporation, with and
into Owyhee, Inc., the latter being the surviving corporation,**

and that the said articles of amendment contain the statement of facts required by law, and are recorded on Film No. **114** of Record of Domestic Corporations of the State of Idaho.

I THEREFORE FURTHER CERTIFY, That the Articles of Incorporation have been amended accordingly.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this **24th** day of **November**, **1961**,
A. D., 19**61**.

Secretary of State

JOINT AGREEMENT OF MERGER

THE LINCOLN HOTEL COMPANY WITH AND INTO Owyhee, Inc.

Owyhee, Inc. is to continue as the surviving corporation.

JOINT AGREEMENT OF MERGER, entered into this 3rd day of November, 1961, (hereinafter called "Agreement"), by and between Lincoln Hotel Company, a corporation of the State of Idaho, hereinafter called "Lincoln", and Owyhee, Inc., a corporation of the State of Idaho, herein-after called "Owyhee", and their respective Boards of Directors, which two corporations are hereinafter sometimes called "the Constituent Corporations",

WITNESSETH:

The authorized shares of Lincoln consist of 1,250 common shares of a par value of \$100.00 each, of which at the date hereof, 1,250 common shares were outstanding.

The authorized shares of Owyhee consist of 10,000 shares of stock of the par value of \$100.00 each, 3 shares of which at the date hereof were outstanding.

The Constituent Corporations and the respective Boards of Directors deem it to be advisable and for the best interest of each of said corporations and their stockholders that Lincoln be merged with and into Owyhee as authorized by and pursuant to the Laws of the State of Idaho (said merger being hereinafter referred to as "The Merger"),

NOW, THEREFORE, in consideration of the premises and the mutual agreements and provisions herein contained, and in order to prescribe the terms and conditions of the merger, the mode of carrying the same into effect,

and the manner of converting or otherwise in dealing with the shares of each of the Constituent Corporations, and to state such other provisions with respect to the merger as are deemed necessary or desirable, the parties hereto agree as follows:

ARTICLE I

Lincoln shall be merged with and into Owyhee to form a single corporation on the effective date of the merger as hereinafter defined. Owyhee shall continue in existence as the corporation surviving the merger, and as such is hereinafter sometimes called the "Surviving Corporation". The Surviving Corporation shall be considered a domestic corporation under the laws of the State of Idaho.

ARTICLE II

The Certificate of Incorporation of Owyhee shall, upon the effective date of the merger be, and continue to be, until further amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and the Articles of Incorporation of Owyhee shall be the Articles of Incorporation of such Surviving Corporation, which Articles of Incorporation are made a part hereof as fully as if set forth herein in full by annexing them hereto and marking them Exhibit A.

ARTICLE III

That the By-Laws of Owyhee in effect immediately prior to the effective date of the merger shall continue in effect as the By-Laws of the Surviving Corporation, unless and until amended or appealed in the manner provided by law.

ARTICLE IV

The initial Board of Directors of the Surviving Corporation shall consist of the persons who are Directors of Owyhee immediately prior to the effective date of the merger and they shall hold office until the next annual meeting of the shareholders succeeding the effective date of the merger, or until the election and qualification of their respective successors. The officers of Owyhee, Inc. shall also continue to hold office under the same conditions.

ARTICLE V

The manner and basis of converting or otherwise dealing with the shares of each of the Constituent Corporations are set forth in Exhibit B hereto, which exhibit is made a part hereof as effectively as if set forth at length herein. The shares of Owyhee, Inc. as therein provided shall be issued to the parties and in the numbers therein specified and the shares of Lincoln therein set forth as issued and outstanding immediately prior to the effective date of the merger and all rights in respect thereof shall be cancelled on the effective date of the merger.

ARTICLE VI

On the effective date of the merger,

- (a) The Constituent Corporations shall become one corporation, which shall be Owyhee, Inc., the surviving corporation, and the separate existence of Lincoln shall cease, except insofar as continued by statute;
- (b) The surviving corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a

public as of a private nature of each of the constituent corporations; and all property, real, personal and mixed, of each of the constituent corporations, and all debts due on whatever account to either of them, including subscriptions, if any, for shares, and all other things in action belonging to either of the constituent corporations shall be taken and be deemed to be transferred to and vested in, or shall continue to be vested in, the surviving corporation, without further act or deed, and shall be thereafter as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, or any interest therein, vested in either of the constituent corporations, shall not revert or be in any way impaired by reason of the merger;

- (c) the surviving corporation shall thenceforth be responsible for all the liabilities and obligations of both of the constituent corporations in the same manner as if the surviving corporation had itself incurred such liabilities and obligations, but the liabilities of the constituent corporations or of their shareholders, directors or officers shall not be affected, nor shall the rights of the creditors thereof, or of any person dealing with any of the constituent corporations, or any liens upon the property thereof (limited to lien to the property subject thereto immediately prior to the effective date of the merger) be impaired by the merger, any claim existing or action or proceeding pending by or against either of the constituent corporations may be prosecuted to judgment as if the merger had not taken place, or the surviving corporation may be proceeded against or

substituted in its place, all as provided in the respective laws of the State of Idaho.

ARTICLE VII

This agreement shall be submitted to the shareholders of each of the constituent corporations at meetings called separately for that purpose, and the merger shall become effective upon the approval of this agreement and the merger herein provided for by the requisite vote of the shareholders of each of said corporations and the signing, acknowledgement, filing and recording of such documents as may be required under the respective laws of the State of Idaho. The term "effective date of the merger" shall be as of the first day of November, 1961, subject to the approval as required herein, which approval shall be given not later than November 21, 1961, the merger to be effective as of the first foregoing date if approved.

ARTICLE VIII

Anything herein or elsewhere to the contrary notwithstanding, this agreement and the merger herein provided for may be terminated and abandoned at any time before it becomes effective as provided in Article VII, without action by shareholders of either constituent corporation, by mutual consent of the Boards of Directors of both of the constituent corporations.

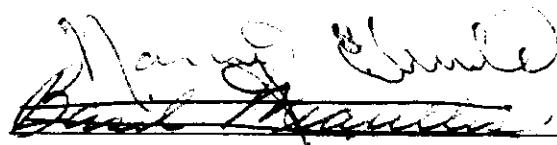
ARTICLE IX

For the convenience of the parties and to facilitate the filing and recording of this agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

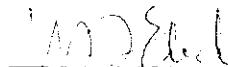
ARTICLE X

It is the understanding of the parties hereto that there has been accepted by Owyhee, Inc. the proposal of the Owyhee Motor Inn, a copartnership, and of Ebco, Inc., a corporation, to accept certain properties and to issue the stock of Owyhee, Inc. therefor, and that all of said transactions are considered to be performed simultaneously according to the plan of Owyhee, Inc. to establish its business.

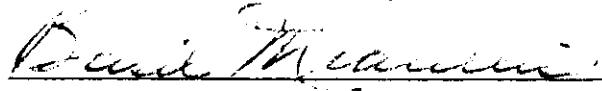
IN WITNESS WHEREOF, the undersigned directors, being a majority of the Board of Directors of each of the constituent corporations and having voted in favor of entering into the foregoing merger agreement at directors' meetings of the respective constituent corporations duly called and regularly held for that purpose, have signed their names hereto and have caused the respective corporate seals of the constituent corporations to be affixed hereto, on the 24th day of November, 1961.







Constituting a majority of the Board of Directors of The Lincoln Hotel Company







Constituting a majority of the Board of Directors of Owyhee, Inc.

CERTIFICATE

I, W. D. EBERLE, Secretary of the Lincoln Hotel Company, hereby certify as such secretary and under the seal of that corporation that the foregoing Joint Agreement of Merger, having been first duly signed by the majority of directors of each of the constituent corporations, was duly submitted to the shareholders of the Lincoln Hotel Company at a special meeting of said shareholders called separately by the Board of Directors for the purpose of considering and taking action upon said Joint Agreement of Merger, which meeting was regularly held on the 3rd day of November, 1961, pursuant to notice duly given to each shareholder as provided in the By-Laws and the Laws of the State of Idaho, and that the holders of more than two-thirds of the total issued and outstanding shares of said corporation being duly represented thereat a vote was taken for the adoption or rejection of the Joint Merger Agreement and the holders of more than two-thirds of the voting power of all the shareholders of said corporation voted in favor of the adoption of said Joint Agreement of Merger.

IN WITNESS WHEREOF, I have hereunto set my hand as secretary and affixed the seal of the Lincoln Hotel Company, this 3rd day of November, 1961.

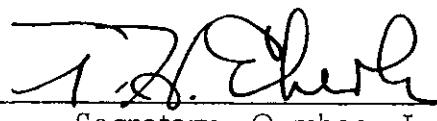


Secretary, Lincoln Hotel Company

CERTIFICATE

I, T. H. Etherlee, Secretary of the Owyhee, Inc., hereby certify as such secretary and under the seal of that corporation that the foregoing Joint Agreement of Merger, having been first duly signed by the majority of directors of each of the constituent corporations, was duly submitted to the shareholders of the Lincoln Hotel Company at a special meeting of said shareholders called separately by the Board of Directors for the purpose of considering and taking action upon said Joint Agreement of Merger, which meeting was regularly held on the 3rd day of November, 1961, pursuant to notice duly given to each shareholder as provided in the By-Laws and the Laws of the State of Idaho, and that the holders of more than two-thirds of the total issued and outstanding shares of said corporation being duly represented thereat a vote was taken for the adoption or rejection of the Joint Merger Agreement and the holders of more than two-thirds of the voting power of all the shareholders of said corporation voted in favor of the adoption of said Joint Agreement of Merger.

IN WITNESS WHEREOF, I have hereunto set my hand as secretary and affixed the seal of the Owyhee, Inc., this 3rd day of November, 1961.



Secretary, Owyhee, Inc.

IN WITNESS WHEREOF, each of the constituent corporations has caused its President and Secretary to sign their names hereto and affix its corporate seal hereto, as of the date of the foregoing Certificate by its Secretary.

THE LINCOLN HOTEL COMPANY

By T. H. Eberle
President

By W. D. Eberle
Secretary

OWYHEE, INC.

By W. D. Eberle
President

By T. H. Eberle
President See.

STATE OF IDAHO)
)
 ss.
COUNTY OF)

BE IT REMEMBERED that on the 3rd day of November, 1961, personally came before me, a Notary Public in and for the County and State aforesaid, T. H. EBERLE, President of THE LINCOLN HOTEL COMPANY, a corporation of the State of Idaho, and W. D. Eberle, President of Owyhee, INC., a corporation of the State of Idaho, each being one of the corporations described in and which executed the foregoing instrument, each personally known to me to be such, and acknowledged the said instrument to be each of his acts and deeds and the acts and deeds of each of said corporations, and that the signature of each of said presidents and each of the secretaries of said corporations to the foregoing instrument are in the handwriting of said presidents and secretaries, respectively, and that the seals affixed to said instruments are the corporate seals of said corporations, and that their acts, each of sealing, executing, acknowledging and delivering of said instrument was duly authorized by the Boards of Directors, respectively, of each corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Stanley
Notary Public for Idaho
Residing at Boise, Idaho

ARTICLES OF INCORPORATION

OF

OWYHEE, INC.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being natural persons of full age and citizens of the United States, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the general corporation laws of the State of Idaho and the acts amendatory thereof and supplemental thereto, do hereby certify as follows:

FIRST

The name of the corporation is **OWYHEE, INC.**

SECOND

The purposes and objects for which the corporation is formed are:

(a) To carry on a general hotel and motel business in all its branches and departments, and to maintain, manage and operate hotels, inns, apartment houses, lodging houses, dining rooms, restaurants, cafes, canteens, and places, conveniences and facilities for selling and serving food and food products of all kinds;

(1) To buy, sell, acquire, hold, own, mortgage, pledge, lease, assign, transfer, trade and deal in and with all kinds of personal property, goods, wares, and merchandise of every kind, nature and description;

(2) To buy, sell, lease, let, mortgage, exchange or otherwise acquire or dispose of lands, lots, houses, buildings and real property, hereditaments and appurtenances of all kinds and wheresoever situated, and of any interest and rights therein, to the same extent as natural persons might or could do, and without limit as to amount;

(3) To acquire by purchase, subscription, or otherwise, and to own, hold, sell, negotiate, assign, deal in, exchange, transfer, mortgage, pledge, or otherwise dispose of, any shares of capital stock, scrip, bonds, mortgages, securities, or evidences of indebtedness, issued or created by any other corporation, joint stock company or association, public or private, or by whomsoever issued, and while the holder or owner thereof to possess and exercise in respect thereof any and all rights, powers and privileges of ownership, including the right to vote thereon;

(4) To make, perform and carry out contracts of every kind and description made for any lawful purpose, without limit as to amount, with any person, firm, association or corporation, either public or private, or with any territory or government, or any agency thereof;

(5) To borrow money, to draw, make, accept, endorse, transfer, assign, execute and issue bonds, debentures, promissory notes, and other evidences of indebtedness, and for the purpose of securing any of its obligations or contracts to convey, transfer, assign, deliver, mortgage and/or pledge all or any part of the property or assets, real or personal at any time owned or held by this corporation, upon such terms and conditions as the Board of Directors shall authorize, and as may be permitted by law;

(6) To acquire, hold, sell, re-issue, or cancel any shares of its own capital stock, provided, however, that this corporation may not use any of its funds or property for the purchase of its own common stock when such use would cause any impairment of the capital of this corporation, and provided, further, that the shares of its own capital stock belonging to this corporation shall not be voted directly or indirectly;

(7) To purchase or otherwise acquire the whole or any part of the property, assets, business and good-will of any other person, firm, corporation or association, and to conduct in any lawful manner the business so acquired, and to exercise all the powers necessary or convenient in and about the conduct, management and carrying on of such business;

(8) To organize, incorporate and re-organize subsidiary corporations and joint stock companies and associations for any purpose permitted by law;

(9) To have one or more offices to carry on all or any part of its operations and business, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes, or the attainment of any one or more of the objects herein named, or which shall at any time appear conducive or expedient for the protection or benefit of the corporation, and which now or hereafter may be authorized by law, and this to the same extent and as fully as natural persons might or could do, as principals, agents, contractors, trustees, or otherwise, and either alone or in connection with any person, firm, association, or corporation;

(b) To have and to exercise any and all powers and privileges now or hereafter conferred by the laws of the State of Idaho upon corporations formed under the general corporation laws of said State, or under any Act amendatory thereof or supplemental thereto or substituted therefor;

The foregoing clauses are to be construed both as objects and powers; and it is hereby expressly provided that enumeration herein of specific objects and powers shall not be held to limit or restrict in any manner the general powers of the corporation; provided, however, that nothing contained herein shall be deemed to authorize or permit the corporation to carry on any business or to exercise any power or to do any act which a corporation formed under the Act hereinbefore referred to, or any amendment thereof or supplement thereto, or substitute therefor, may not at the time lawfully carry on or do. It is the intention that the purposes, objects and powers specified in each of the sub-paragraphs (a) to (b) inclusive, of paragraph Second of these Articles of Incorporation, shall, except as otherwise expressly provided, in no wise be limited or restricted by reference to, or inference from, the terms of any other sub-paragraph, clause or paragraph of these Articles of Incorporation.

THIRD

The corporation is to have perpetual existence.

FOURTH

The location and postoffice address of the registered office of the corporation is Boise, Ada County, Idaho.

FIFTH

The amount of the capital stock of this corporation shall be and for \$1,000,000.00, consisting into 10,000 shares of the par value of \$100.00 each.

SIXTH

The names and postoffice addresses of the incorporators and the number of shares subscribed for by each, are as follows:

<u>NAME</u>	<u>POSTOFFICE ADDRESS</u>	<u>NO. OF SHARES</u>
Gordon C. Smith, Jr.	711 1/2 Bannock St., Boise, Idaho	1
R. M. Turnbow	711 1/2 Bannock St., Boise, Idaho	1
Levone Orange	711 1/2 Bannock St., Boise, Idaho	1

SEVENTH

The private property of the stockholders of the corporation shall not be subject to the payment of corporate debts, to any extent whatever, and the shares of the corporation shall not be subject to assessment for the purpose of paying expenses, conducting business, or paying debts of the corporation.

EIGHTH

The number of Directors of the corporation shall be as specified in the By-Laws, and such number may from time to time be increased or decreased in such manner as may be prescribed in the By-Laws, provided the number of Directors of the corporation shall not be less than three. In case of any increase in the number of Directors, the additional Directors may be elected by the Directors then in office, and the Directors so elected shall hold office until the next annual meeting of the stockholders and until their successors are elected and qualified.

NINTH

Stockholders of the corporation shall have pre-emptive and preferential right of subscription to any shares of stock of the corporation, whether now or hereafter authorized, or to any obligations convertible into stock of the corporation, or obligations convertible into stock shall not offer such issue of stock or obligations to the stockholders of the corporation.

TENTH

A voluntary sale, lease or exchange of all of the property and assets of the corporation, including its good-will and its corporate franchises, may be made by the Board of Directors upon such terms and conditions as it may deem expedient and for the best interests of the corporation.

ELLEVENTH

No contract or other transaction between the corporation and any other corporation and no act of the corporation shall in any way be affected or invalidated by the fact that any of the Directors of the corporation are pecuniarily or otherwise interested in, or are Directors or officers of, such other corporation; any Director individually, or any firm of which any Director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the corporation, provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors.

or a majority thereof; and any Director of the corporation who is also a director or officer of such other corporation, or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize any such contract or of such transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

TWELFTH

The Board of Directors is expressly authorized to repeal and amend the By-Laws of the corporation and to adopt new By-Laws, and the corporation reserves the right to amend, alter, change or repeal, any provision contained in these Articles of Incorporation, in the manner now, or hereafter, prescribed by law, by a majority vote of the shareholders, represented in person or by proxy, at any annual meeting of the shareholders or at any meeting duly called for that purpose, except where the laws of the said State of Idaho otherwise provide.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 31st day of October 1961

STATE OF IDAHO)
) ss.
County of Ada)

On this 31st day of October in the year 19 61,
before me, J. L. Eberle, Notary Public in and for said State,
personally appeared Gordon C. Smith, B. V. M. Turallow and Levene Uranga

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same, and that they were persons over the age of twenty-one years and citizens of the United States of America.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year first in this certificate written.

Notary Public in the State of Idaho
My Commission Expires: October 1968

EXHIBIT B

MERGER AGREEMENT
LINCOLN HOTEL COMPANY - OWYHEE, INC.

There shall be issued of the shares of Owyhee, Inc. 5.12 shares of common stock for each share of common stock of the Lincoln Hotel Company, there being issued therefor 6,400 shares of Owyhee, Inc. stock in place of 1,250 shares of Lincoln Hotel stock.