

State of Idaho

Department of State

CERTIFICATE OF MERGER OR CONSOLIDATION

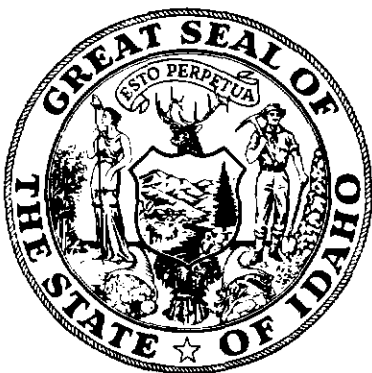
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of KEYSTONE PIZZA OF BOISE, INC., an Idaho corporation, into KEYSTONE PIZZA FRANCHISES, INC., an Idaho corporation, the survivor changing its name to SIEBER'S
~~XXXX~~ HOSPITALITY CONCEPTS, INC.,

duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue, of the authority vested in me by law, I issue this certificate of

MERGER, and attach hereto a duplicate original of the Articles of
MERGER.

Dated July 1, 19 88.



Pete T. Cenarrusa

SECRETARY OF STATE

Sally J. Clark
Corporation Clerk

ARTICLES OF MERGER

OF

KEYSTONE PIZZA OF BOISE, INC.

INTO

KEYSTONE PIZZA FRANCHISES, INC.

RECEIVED
SEC. OF STATE
28 JUL 1 AM 10 17

Pursuant to the provisions of Section 30-1-74 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act:

"

PLAN AND AGREEMENT OF MERGER

between

KEYSTONE PIZZA FRANCHISES, INC.

An Idaho Corporation

and

KEYSTONE PIZZA OF BOISE, INC.

An Idaho Corporation

THIS AGREEMENT, made and entered into this, the 18th day of May, 1988, by and between KEYSTONE PIZZA FRANCHISES, INC., an Idaho corporation, the party of the first part,

hereinafter referred to as FRANCHISES, and sometimes hereinafter referred to as the SURVIVING CORPORATION, and KEYSTONE PIZZA OF BOISE, INC., an Idaho corporation, hereinafter referred to as BOISE, and sometimes hereinafter referred to as the MERGING CORPORATION.

FIRST

RECITALS

FRANCHISES is validly organized, existing and in good standing under the laws of the State of Idaho. The MERGING CORPORATION is validly organized, existing and in good standing under the laws of the State of Idaho.

FRANCHISES has an authorized capital of 1,000 shares of common stock with a par value of \$10.00 each, of which, on the 18th day of May, 1988, 998 shares were issued and outstanding.

The MERGING CORPORATION has an authorized capital of 80,000 shares of common stock with a par value of \$1.00 each, of which on the date of execution of this Agreement, 27,731.8425 shares were issued and outstanding, and 15,939.9475 shares were held in its treasury, and zero shares were subject to stock options held by officers and employees.

The Boards of Directors of both corporations deem it advisable and in the best interests of their respective

corporations and stockholders that the MERGING CORPORATION merge with and into FRANCHISES in accordance with the provisions of applicable statutes of the State of Idaho, and have entered into this Agreement of Merger in connection with the merger.

SECOND

AGREEMENT OF MERGER

NOW, THEREFORE, both corporations agree, each with the other, to merge into a single corporation which shall be FRANCHISES, the SURVIVING CORPORATION, (whose name shall be changed and whose Articles of Incorporation shall be amended as provided herein), pursuant to the laws of the State of Idaho, and agree upon and prescribe the terms and conditions of the statutory merger, the mode of carrying it into effect and the manner and basis of converting the shares of the MERGING CORPORATION into shares of the SURVIVING CORPORATION, as herein set forth:

On the effective date of the merger, the MERGING CORPORATION shall be merged with and into FRANCHISES, and the separate existence of the MERGING CORPORATION shall cease; both corporations shall become a single corporation named "SIEBER'S HOSPITALITY CONCEPTS, INC.", an Idaho corporation, which shall be the SURVIVING CORPORATION.

THIRD

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of FRANCHISES shall be amended in the following particulars:

The name of KEYSTONE PIZZA FRANCHISES, INC. as it is set forth in Article I of said Articles of Incorporation shall be changed to SIEBER'S HOSPITALITY CONCEPTS, INC.

Said Amended Articles of Incorporation of the SURVIVING CORPORATION, shall be the Articles of Incorporation of the SURVIVING CORPORATION until further amended in accordance with the corporation law of the State of Idaho.

FOURTH

BY-LAWS OF SURVIVING CORPORATION

The By-Laws of FRANCHISES in effect immediately prior to the effective date of the merger shall continue to be the By-Laws of the SURVIVING CORPORATION, until altered or repealed in the manner provided by law and such By-Laws.

FIFTH

DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The Directors and Officers of FRANCHISES immediately prior to the effective date of the merger shall continue to be the Directors of the SURVIVING CORPORATION, to hold office for the terms specified in the By-Laws of the SURVIVING CORPORATION and until their respective successors are duly elected and qualified.

SIXTH

MANNER AND BASIS OF CONVERSION OF SHARES

The treatment of the shares of FRANCHISES and the manner of converting the shares of the MERGING CORPORATION into shares of common stock of the SURVIVING CORPORATION, shall be as follows:

1. Each share of common stock of FRANCHISES which is issued and outstanding or in its treasury immediately prior to the effective date of the merger shall not be affected, converted, or exchanged as a result of the merger, and shall continue to be one fully paid and nonassessable share of the SURVIVING CORPORATION'S common stock with a par value of \$10.00 each.

2. Each share of the MERGING CORPORATION'S common stock which is issued and outstanding immediately prior to the effective date of the merger, shall, by virtue of the merger, be converted into and become, without action on the part of the holder of such common stock, a fully paid and nonassessable share of common stock of the SURVIVING CORPORATION.

3. As soon as practicable after the effective date of the merger, each holder of outstanding certificates for common stock theretofore issued by the MERGING CORPORATION shall be entitled, upon surrender of the same by such holder for cancellation, as directed by the SURVIVING CORPORATION,

to receive new certificates for the number of shares of common stock of the SURVIVING CORPORATION to which he is entitled.

4. On the effective date of the merger, any shares of common stock of the MERGING CORPORATION which are then held by its treasury, in the treasury of any subsidiary, or by FRANCHISES, shall be cancelled and retired without further action, and no shares of common stock of the SURVIVING CORPORATION shall be issued in respect thereof.

5. The SURVIVING CORPORATION agrees that it will promptly pay to the dissenting shareholders, if any, of the MERGING CORPORATION, the amount, if any, to which they shall be entitled under the provisions of the corporation laws of the State of Idaho with respect to the rights of dissenting shareholders.

SEVENTH

EFFECT OF MERGER

On the effective date of the merger, the SURVIVING CORPORATION shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature of both FRANCHISES and BOISE, and shall become subject to all the restrictions, disabilities and duties of each of the corporations and all of the singular rights, privileges, powers and franchises of each of the corporations. All property, real, personal and mixed, and debts due to each of

MERGING CORPORATION as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the SURVIVING CORPORATION. For such purposes the capacity and authority of the MERGING CORPORATION and its officers shall be deemed to be continuing.

EIGHTH

ACCOUNTING OF BOTH CORPORATIONS

When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, the assets and liabilities of both corporations shall be recorded in the accounting records of the SURVIVING CORPORATION at the amounts at which they shall be carried at that time in the accounting records of both corporations.

NINTH

REPRESENTATIONS AND WARRANTIES

FRANCHISES and the MERGING CORPORATION each represents and warrants to the other that between the date hereof and the time when the merger becomes effective, they will not enter into any employment contracts, grant any stock options or issue any stock or securities, except upon the exercise of presently outstanding restricted stock options, or declare

or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

TENTH

EFFECTIVE DATE

The effective date of the merger provided for by this Agreement shall be the date on which the last act prior to recording required to complete the merger under the laws of the State of Idaho is performed.

IN WITNESS WHEREOF, the undersigned officers have signed their names hereto and have caused their respective corporate seals of both corporations to be affixed hereto the 18th day of May, 1988.

KEYSTONE PIZZA FRANCHISES, INC.,

BY: / S /
RICHARD K. SIEBER,
President.

ATTEST:

 / S /
MARNE V. SIEBER, Secretary.

(SEAL)

KEYSTONE PIZZA OF BOISE, INC.,

BY: / S /
RICHARD K. SIEBER,
President.

ATTEST:

 / S /
MARNE V. SIEBER, Secretary.

(SEAL)

STATE OF IDAHO)
 : ss.
County of _____)

On this ____ day of _____, 1988, before me,
the undersigned, a Notary Public in and for said State,
personally appeared RICHARD K. SIEBER and MARNE V. SIEBER,
known to me to be the President and Secretary, respectively,
of KEYSTONE PIZZA FRANCHISES, INC., an Idaho corporation,
said corporation being one of the corporations that executed
the above and foregoing instrument, and acknowledged to me
that the seal affixed to said instrument is the corporate
seal of said corporation and that said instrument was signed
and sealed in behalf of said corporation by authority of its
Board of Directors, and said RICHARD K. SIEBER and MARNE V.
SIEBER acknowledged said instrument to be the free act and
deed of said corporation.

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

_____/ S /_____
Notary Public for Idaho,
Residing at _____, Idaho.
My Commission Expires: _____

(SEAL)

STATE OF IDAHO)
 : ss.
County of _____)

On this ____ day of _____, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD K. SIEBER and MARNE V. SIEBER, known to me to be the President and Secretary, respectively, of KEYSTONE PIZZA OF BOISE, INC., an Idaho corporation, said corporation being one of the corporations that executed the above and foregoing instrument, and acknowledged to me that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said RICHARD K. SIEBER and MARNE V. SIEBER acknowledged said instrument to be the free act and deed of said corporation.

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

_____/ S /_____
Notary Public for Idaho,
Residing at _____, Idaho.
My Commission Expires: _____

(SEAL)

SECOND; The name of the SURVIVING CORPORATION, KEYSTONE PIZZA FRANCHISES, INC., shall be changed to SIEBER'S HOSPITALITY CONCEPTS, INC.

THIRD: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
Keystone Pizza Franchises, Inc.	998	Common	998
Keystone Pizza of Boise, Inc.	27,731.8425	Common	27,731.6425

FOURTH: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>				
	<u>Total Voted</u>	<u>Total Voted</u>	<u>Entitled to Vote as Class</u>	<u>Voted</u>	<u>Voted</u>
	<u>For</u>	<u>Against</u>		<u>For</u>	<u>Against</u>
Keystone Pizza Franchises, Inc.	998	Zero	Common	998	Zero
Keystone Pizza of Boise, Inc.	27,731.8425	"	"	27,731.8425	"

DATED this 31 day of May, 1988

KEYSTONE PIZZA FRANCHISES, INC.

BY: Richard K. Sieber
RICHARD K. SIEBER,
President.

ATTEST:

Marne V. Sieber
MARNE V. SIEBER, Secretary
(SEAL)

KEYSTONE PIZZA OF BOISE, INC.,

BY: Richard K. Sieber
RICHARD K. SIEBER,
President.

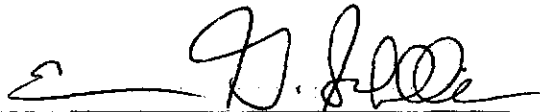
ATTEST:

Marne V. Sieber
MARNE V. SIEBER, Secretary.
(SEAL)

STATE OF IDAHO)
 : ss.
County of Canyon)

I, the undersigned, a Notary Public, do hereby
certify that on this 31 day of May, 1988, personally
appeared before me, RICHARD K. SIEBER and MARNE V. SIEBER, who,
being by me first duly sworn, declared that they are the
President and Secretary, respectively, of KEYSTONE PIZZA
FRANCHISES, INC., and that they signed the foregoing document
as President and Secretary of the corporation, and that the

statements therein contained are true.




Notary Public for Idaho,
Residing at Nampa, Idaho.
My Commission Expires: 8/11/92.

(SEAL)

STATE OF IDAHO)
 : ss.
County of Canyon)

I, the undersigned, a Notary Public, do hereby
certify that on this 31 day of May, 1988, personally appeared
before me, RICHARD K. SIEBER and MARNE V. SIEBER, who, being
by me first duly sworn, declared that they are the President
and Secretary, respectively, of KEYSTONE PIZZA OF BOISE, INC., and
that they signed the foregoing document as President and
Secretary of the corporation, and that the statements therein
contained are true.



Notary Public for Idaho,
Residing at Nampa, Idaho.
My Commission Expires: 8/11/92

(SEAL)