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ARTICLES OF SIXTH AMENDMENT TO
ARTICLES OF INCORPORATION

OF

GREAT NORTHWEST HOLDING COMPANY, INC.

The following Sixth Amendment to the Articles of Incorporation of Great Northwest Holding Company, Inc., an Idaho corporation (the "*Corporation*"), was duly adopted by the Board of Directors and Preferred Shareholders of the Corporation pursuant to unanimous consent in accordance with Section 30-1-704 and Section 30-1-821, respectively, of the Idaho Business Corporation Act (the "*IBCA*"). The original Articles of Incorporation were filed in the office of the Idaho Secretary of State on August 7, 1991, and subsequently amended on November 27, 1992, August 31, 1995, June 28, 1996, August 13, 1996 and October 9, 1997.

Pursuant to Section 30-1-61 of the IBCA, the undersigned President and Chief Financial Officer of the Corporation DO HEREBY CERTIFY:

1. Name. The name of the Corporation is Great Northwest Holding Company, Inc.

2. Amendments. The following amendments to Article FOURTH of the Articles of Incorporation are hereby adopted as follows:

(a) Section 2(C)(1) of Article FOURTH is hereby amended by adding the following language:

"Notwithstanding anything in this Section 2(C)(1) to the contrary; no dividends shall be declared or paid with respect to any shares of Series A Preferred Stock unless and until (i) all current interest payments under that certain Promissory Note in the original principal amount of up to \$2,000,000.00 ("*Note*") issued by the Corporation to St. Paul Fire and Marine Insurance Co. ("*St. Paul*"), pursuant to the terms and conditions of that certain Loan Agreement between the Corporation and St. Paul ("*Loan Agreement*"), have been paid in full by the Corporation, and (ii) the Corporation has established an appropriate reserve for future interest payments under the Note, or such requirement has been waived in writing by St. Paul."

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(b) Section 2(C)(2) of Article FOURTH is hereby amended by adding the following language:

"Notwithstanding anything in this Section 2(C)(2) to the contrary, no Liquidation Preference payment shall be made to the holders of shares of Series A Preferred Stock until such time as all Obligations (as defined in the Loan Agreement) have been paid in full."

(c) Section 2(C)(4)(a)(iii)[b] of Article FOURTH is hereby amended by adding the following language:

"Notwithstanding anything in this subparagraph [b] to the contrary, no adjustment shall be made to the Conversion Price(s) of the Series A Preferred Stock as a result of the issuance of the Note or the conversion thereof into Common Stock, or the issuance and exercise of the Common Stock Purchase Warrant issued to St. Paul in connection with the Loan Agreement."

(d) Section 2(C)(4)(a)(v) of Article FOURTH is hereby amended by adding a new subparagraph [d] as follows:

[d] "Notwithstanding anything in this Section 2(C)(4)(a)(v) to the contrary, upon conversion: (i) no dividends shall be declared or paid with respect to any converted shares of Series A Preferred Stock to which the holders are entitled under Section 2(C)(1), either before or after such conversion, unless and until (A) all current interest payments under the Note have been paid in full by the Corporation, and (B) the Corporation has established an appropriate reserve for future interest payments under the Note, or such requirement has been waived in writing by St. Paul; and (ii) no Liquidation Preference payment shall be made with respect to any converted shares of Series A Preferred Stock to which the holders are entitled under Section 2(C)(2) until such time as all Obligations (as defined in the Loan Agreement) have been paid in full."

(e) Section 2(C)(5)(a) of Article FOURTH is hereby amended by adding the following language:

"Notwithstanding anything in this Section 2(C)(5)(a) to the contrary, the Corporation's obligation to redeem, and the right of the holders of Series A Preferred Stock to receive, amounts in

redemption of their shares of Series A Preferred Stock and/or a return on such shares, shall not be exercised until such time as all Obligations under the Note and Loan Agreement have been paid in full, or entitlement to same has been waived, in writing, by St. Paul."

(f) Section 2(C)(5)(b) of Article FOURTH is hereby amended by adding the following language:

"Notwithstanding anything in this Section 2(C)(5)(b) to the contrary, the Corporation's obligation to redeem, and the right of the holders of Series A Preferred Stock to receive, amounts in redemption of their shares of Series A Preferred Stock and/or a return on such shares shall not be exercised until such time as all Obligations under the Note and Loan Agreement have been paid in full, or entitlement to same has been waived, in writing, by St. Paul."

(g) Section 2(C)(5)(d) of Article FOURTH is hereby amended in its entirety to read as follows:

"The Corporation's obligation to redeem shares of Preferred Stock shall be subordinated to the claims of trade creditors and prior lenders to the Corporation in the ordinary course of business and to the Corporation's Obligations to St. Paul under the Note and Loan Agreement."

3. No Effect on Issued Shares. The amendments do not provide for an exchange, reclassification or cancellation of issued shares.

4. Date. The amendments were adopted by the holders of the Corporation's Series A 10% Convertible Preferred Stock ("*Preferred Shares*") effective October 23, 1998.

5. Share Approval.


(a) At the time of adoption of the amendments, there were (i) 708,577 Common Shares of the Corporation outstanding but not entitled to vote, and (ii) 7,000,000 Preferred Shares of the Corporation outstanding and entitled to vote.

(b) All Preferred Shares voted for the amendments and the Directors of the Corporation consented to the amendments as evidenced by the Unanimous Consent of the Preferred Shareholders and Directors of the Corporation executed effective October 23, 1998, pursuant to Section 30-1-704 and Section 30-1-821, respectively, of the IBCA.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Sixth Amendment to the Articles of Incorporation, as duly authorized officers of Great Northwest Holding Company, Inc., as of the date set forth below.

GREAT NORTHWEST HOLDING COMPANY,
INC.

Dated: October 23, 1998

By: 
Stephen W. Doucette, *President*

Dated: October 23, 1998

By: 
Cynthia Sikorski, *Chief Financial Officer*