

FILED EFFECTIVE

ARTICLES OF INCORPORATION

2014 MAY 13 AM 9:45

**OF
KMH, INC.**

SECRETARY OF STATE
STATE OF IDAHO

(General Business Corporation)

KNOWN ALL MEN BY THESE PRESENTS that Incorporators **SCOTT E. HICKS** and **BRENT G. SCHLOTTHAUER**, being over the age of eighteen years, and for the purposes of forming a general business corporation under the Idaho Business Corporation Act, hereby certify and adopt the following Articles of Incorporation.

**ARTICLE I.
NAME**

The name of the corporation shall be "KMH, INC." (hereinafter the "Corporation").

**ARTICLE II.
AUTHORIZED SHARES**

The Corporation is authorized to issue One Thousand (1,000) shares of common stock.

**ARTICLE III
REGISTERED AGENT AND OFFICE**

The street address of the registered office is 409 Coeur d' Alene Avenue, Coeur d' Alene, Idaho, 83814. The name of the registered agent at such address is BRENT G. SCHLOTTHAUER, ESQ.

**ARTICLE IV
CORPORATE ADDRESS**

The Corporation's mailing address shall be 16988 Basalt Drive, Coeur d' Alene, ID 83814.

**ARTICLE V
DURATION**

The duration of this Corporation shall be perpetual.

**ARTICLE VI
PURPOSE AND POWERS**

This Corporation is organized for profit and may engage in any lawful act allowed by the laws of the state of Idaho.

ARTICLES OF INCORPORATION OF KMH, INC. -1

IDAHO SECRETARY OF STATE

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ARTICLE VII
INITIAL DIRECTOR

The Corporation shall have one (1) initial director, with said individual being:

SCOTT E. HICKS
16988 Basalt Drive
Coeur d' Alene, ID 83814.

ARTICLE VIII
SPE PROVISIONS

8.1 Definitions. The following definitions shall apply with respect to these Articles of Incorporation:

A. "Bylaws" shall mean the bylaws of the Corporation, as such Bylaws may be amended, restated or otherwise modified from time to time.

B. "Articles" shall mean these Articles of Incorporation of the Corporation, as such Articles may be amended, restated or otherwise modified from time to time.

C. "Lender" shall mean Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership, and its successors and/or assigns.

D. "Loan" shall mean that certain loan from Lender to the Corporation in the approximate principal sum of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00), as evidenced by, among other documents, the Loan Agreement.

E. "Loan Agreement" shall mean that certain Loan Agreement entered into by and between Lender, as lender, and the Corporation, as borrower, in connection with the Loan, as the same may be amended, restated or otherwise modified from time to time.

F. "SPE Provisions" shall mean all of the representations, warranties and covenants set forth in this Article VIII.

G. All other terms used, but not defined, in these SPE Provisions, shall have the meanings ascribed to them in the Loan Agreement.

8.2 SPE Provisions Prevail. In the event of any conflict between the terms of these SPE Provisions and any other provision set forth in these Articles or in any other organizational document of the Corporation, the terms set forth in these SPE Provisions shall prevail.

8.3 Third Party Beneficiary. For so long as the Debt or any portion thereof remains outstanding, the Lender shall be an intended third party beneficiary of these Articles with respect to these SPE Provisions.

8.4 No Amendment. For so long as the Debt or any portion thereof remains outstanding, the Corporation shall not amend, terminate or otherwise alter the provisions of these SPE Provisions without Lender's prior written consent.

8.5 Separateness Covenants. Notwithstanding any provision of these Articles or of any other organizational document of the Corporation to the contrary, so long as the Debt or any portion thereof remains outstanding, unless expressly permitted under the Loan Documents or expressly approved by Lender in writing, at all times prior to, on and after the date hereof, the Corporation:

(a) was, is and will be organized solely for the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Property (and no other property), entering into the Loan Agreement with Lender and performing its obligations under the Loan Documents, refinancing the Property in connection with a permitted repayment of the Loan, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

(b) has not been, is not, and will not be engaged, in any business unrelated to the acquisition, development, ownership, management or operation of the Property;

(c) has not had, does not have, and will not have, any assets other than, those related to the Property;

(d) has not engaged, sought or consented to, and will not engage in, seek or consent to, any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, transfer of equity interests, or amendment of these Articles or the Bylaws with respect to the matters set forth in these SPE Provisions;

(e) will not cause or allow the board of directors of the Corporation to take any Bankruptcy Action with respect to the Corporation or any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of the Corporation's board of directors unless one hundred percent (100%) of the members of the Corporation's board of directors and one hundred percent (100%) of the shareholders of the Corporation shall have participated in such vote and shall have voted in favor of such action

(f) has been, is and intends to remain solvent and has paid and shall pay its debts and liabilities from its then available assets (including a fairly-allocated portion of any personnel and overhead expenses that it shares with any Affiliate) as the same shall become due, and has maintained and shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(g) has not failed, and will not fail, to correct any known misunderstanding regarding the separate identity of the Corporation and has not and shall not identify itself as a division of any other Person;

(h) has maintained and will maintain its accounts, books and records separate from any other Person and has filed and will file its own tax returns, except to the extent that it has been or is required to file consolidated tax returns by law;

(i) has maintained and will maintain its own records, books, resolutions and agreements;

(j) other than as provided in the Cash Management Agreement: (i) has not commingled, and will not commingle, its funds or assets with those of any other Person; and (ii) has not participated and will not participate in any cash management system with any other Person;

(k) has held and will hold its assets in its own name;

(l) has conducted and shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate, except for business conducted on behalf of itself by another Person under a business management services agreement that is on commercially reasonable terms, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

(m) has maintained and will maintain its books, bank accounts, balance sheets, financial statements, accounting records and other entity documents separate from any other Person and has not permitted, and will not permit, its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; provided, however, that appropriate notation shall be made on any such consolidated statements to indicate its separateness from such Affiliate and to indicate that its assets and credit are not available to satisfy the debt and other obligations of such Affiliate or any other Person and such assets shall be listed on its own separate balance sheet;

(n) has paid and will pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations;

(o) has observed and will observe all corporate formalities;

(p) has had no and will have no Indebtedness (including loans, whether or not such loans are evidenced by a written agreement) other than: (i) the Loan; (ii) unsecured trade and operational debt incurred in the ordinary course of business relating to the ownership and operation of the Property and the routine administration of the Corporation,

in amounts not to exceed four percent (4.0 %) of the original principal amount of the Loan, in the aggregate, which liabilities are due not more than sixty (60) days past the date incurred, are not evidenced by a note and are paid when due, and which amounts are normal and reasonable under the circumstances, and (iii) such other liabilities that are permitted pursuant to these Articles or other organizational documents;

(q) has not assumed or guaranteed or become obligated for, and will not assume or guarantee or become obligated for, the debts of any other Person and has not held out and will not hold out its credit as being available to satisfy the obligations of any other Person except as permitted pursuant to these Articles or other organizational documents;

(r) has not acquired and will not acquire obligations or securities of its partners, members or shareholders or any other Affiliate;

(s) has allocated and will allocate, fairly and reasonably, any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;

(t) has maintained and used, now maintains and uses, and will maintain and use, separate stationery, invoices and checks bearing its name, which stationery, invoices, and checks utilized by the Corporation or utilized to collect its funds or pay its expenses have borne, shall bear its own name and have not borne and shall not bear the name of any other entity unless such entity is clearly designated as being the Corporation's agent;

(u) except pursuant to the Loan Documents, has not pledged and will not pledge its assets for the benefit of any other Person;

(v) has held itself out and identified itself, and will hold itself out and identify itself, as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate and not as a division or part of any other Person, except for services rendered under a business management services agreement with an Affiliate that complies with the terms contained in the clause immediately below, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

(w) has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(x) has not made and will not make loans to any Person or hold evidence of indebtedness issued by any other Person (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);

(y) has not identified and will not identify its shareholders or any Affiliate of any of them, as a division or part of it, and has not identified itself, and shall not identify itself, as a division of any other Person;

(z) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its shareholders or Affiliates except: (i) in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party; and (ii) in connection with the Loan Documents;

(aa) other than capital contributions and distributions permitted under the terms of its organizational documents, has not entered into or been a party to, and shall not enter into or be a party to, any transaction with any of its shareholders or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable terms comparable to those of an arm's length transaction with an unrelated third party;

(bb) has not had and shall not have any obligation to, and has not indemnified and shall not indemnify its officers, directors or shareholders, as the case may be, in each case unless such an obligation or indemnification is fully subordinated to the Loan and shall not constitute a claim against it in the event that its cash flow is insufficient to pay the Loan;

(cc) does not and will not have any of its obligations guaranteed by any Affiliate except as provided in the Loan Documents;

(dd) has conducted and shall conduct its business so that each of the assumptions made about it and each of the facts stated about it in the Insolvency Opinion are true;

(ee) has complied and will comply with all of the terms and provisions contained in its organizational documents and cause statements of facts contained in its organizational documents to be and to remain true and correct; and

(ff) has not permitted and shall not permit any Affiliate or constituent party independent access to its bank accounts except as permitted under the Loan Documents.

8.6 Prohibited Transfers. For so long as the Debt or any portion thereof remains outstanding, the Corporation shall not allow direct or indirect transfers of ownership interests in the Corporation that would violate the provisions of the Loan Documents, including but not limited to Section 5.2.10 of the Loan Agreement.

8.7 Subordination of Indemnification Obligations. For so long as the Debt or any portion thereof remains outstanding, the Corporation's obligations under these Articles or other organizational documents, if any, to indemnify its directors and officers, shareholders or managers, as applicable, is hereby fully subordinate to the Loan and the Loan Documents and no indemnity payment from funds of the Corporation (as distinct from funds from other sources, such as insurance)

of any indemnity under these Articles or the Bylaws, if any, shall be payable from amounts allocable to any other person pursuant to the Loan Documents.

ARTICLE IX.
AMENDMENT OF ARTICLES

Except as otherwise set forth herein, these Articles shall be amended only by the affirmative vote or willing assent of at least two-thirds (2/3) of the Corporation's shareholders.

For the purposes of forming this Corporation under the provisions of Title 30, Chapter 1, Idaho Code, the undersigned Incorporator has executed these Articles of Incorporation as of the 12th day of May, 2014.



BRENT G. SCHLOTTHAUER, ESQ.
Incorporator

Incorporator Addresses:

Scott E. Hicks
16988 Basalt Drive
Coeur d' Alene, ID 83814

Brent G. Schlotthauer
409 E. Coeur d' Alene Ave.
Coeur d' Alene, ID 83814