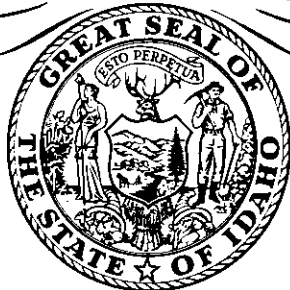


State of Idaho



Department of State.

CERTIFICATE OF QUALIFICATION OF FOREIGN CORPORATION

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

UTAH NEVADA IDAHO HOTEL AND MOTEL ASSOCIATION, INC.

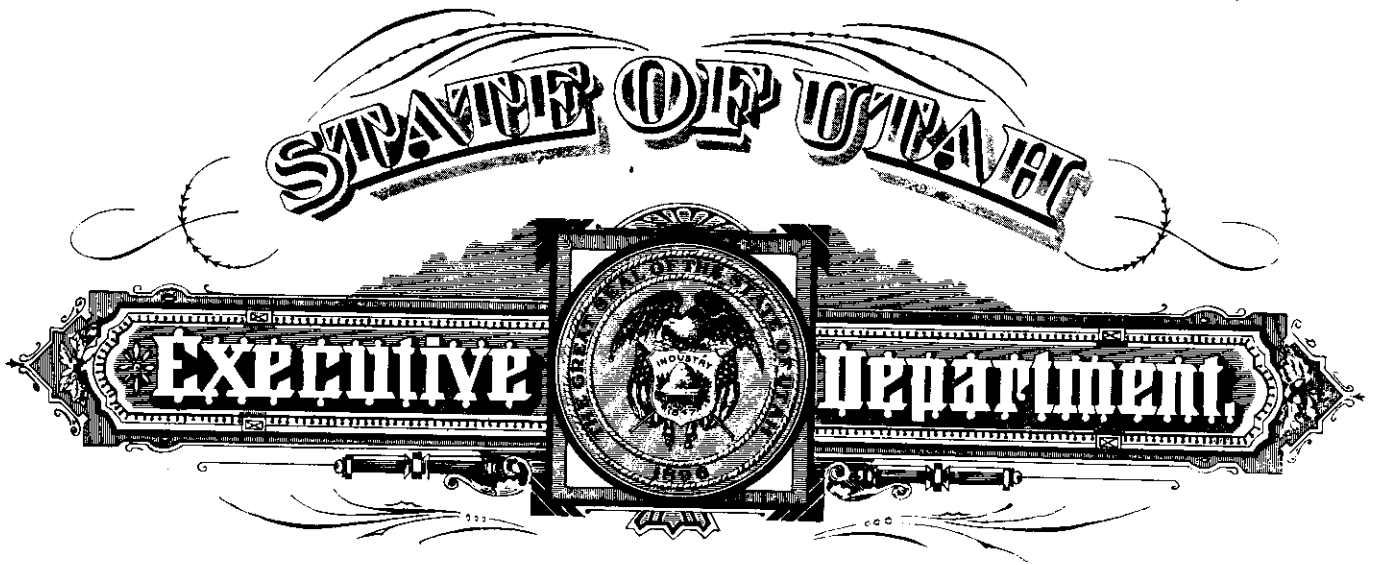
a corporation duly organized and existing under the laws of Utah has fully complied with Section 10 Article II of the Constitution, and with Sections 30-501 and 30-502, Idaho Code, by filing in this office on the Twenty-fourth day of February 19 66, a properly authenticated copy of its articles of incorporation, and on the Twenty-fourth day of February 19 66, a designation of T. H. Eberle in the County of Ada as statutory agent for said corporation within the State of Idaho, upon whom process issued by authority of, or under any law of this State, may be served.

AND I FURTHER CERTIFY, That said corporation has complied with the laws of the State of Idaho, relating to corporations not created under the laws of the State, as contained in Chapter 5 of Title 30, Idaho Code, and is therefore duly and regularly qualified as a corporation in Idaho, having the same rights and privileges, and being subject to the same laws, as like domestic corporations.



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 February, A.D. 19 66.

Arnold Williams
Secretary of State.



Secretary of State's Office

I, CLYDE L. MILLER, SECRETARY OF STATE OF THE STATE OF UTAH,
DO HEREBY CERTIFY THAT the attached is a full, true and correct copy
of the Articles of Incorporation, all amendments and all mergers thereto
of UTAH-NEVADA-IDAHO HOTEL AND MOTEL ASSOCIATION, INC.

AS APPEARS of record IN MY OFFICE.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND

AND AFFIXED THE GREAT SEAL OF THE STATE OF UTAH

AT SALT LAKE CITY, THIS Thirteenth DAY OF

September 1966

Clyde L. Miller
SECRETARY OF STATE

BY Dean [Signature]
DEPUTY

19903

FEB 23 1931

ARTICLES OF INCORPORATION AND BY-LAWS

OF

INTERMOUNTAIN HOTEL ASSOCIATION

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

I, Chauncey W. West, of Salt Lake City, State of Utah, do solemnly swear that at a meeting of the members of the Intermountain Hotel Association, a previously existing voluntary association known by that name, with its principal place of business at Salt Lake City, Utah, held at the Hotel Utah, Salt Lake City, Utah on Wednesday the 18th day of February, 1930 at the hour of 2:00 P.M., upon notice to the incorporators given for not less than fifteen days by publication in the Salt Lake Tribune, a newspaper having a general circulation within the proposed jurisdiction of the corporation, and by notice posted on the door of the usual meeting place of the association and also by mailing notice to each member of the association, a precise statement of the notice so published and given being as follows:

NOTICE OF SPECIAL MEETING.

To the members of the Intermountain Hotel Association:

Notice is hereby given that a special meeting of the Intermountain Hotel Association will be held at Hotel Utah, Salt Lake City, Utah, on Wednesday, the 18th day of February, 1931, at the hour of 2 o'clock p.m., for the purpose of considering and passing upon a proposal to incorporate said association into a corporation not for pecuniary profit, under the laws of the State of Utah, and to consider and determine upon all matters and things necessary or proper to be considered at said meeting in connection with the incorporation of said association as aforesaid.

Dated January 23, 1931, by order of the President.

CHAUNCEY W. WEST,

Secretary of Intermountain Hotel Association.

It was decided by the unanimous vote of the members present at said meeting to incorporate said association into a corporation not for pecuniary profit, with such rights and obligations as may be prescribed by law under the following

ARTICLES OF INCORPORATION

ARTICLE I.

Name

Section 1. This Association shall be known as the Inter-mountain Hotel Association, and its territory shall consist of the states of Utah, Idaho, Wyoming, Nevada and Arizona.

Section 2. The offices and headquarters of this Association shall be in the city of Salt Lake, State of Utah.

ARTICLE II.

Objects

Section 1. To promote and foster fraternal business relations among the hotel interests of the territory embraced by this Association.

Section 2. To protect hotel interests against unfair or pernicious legislation, and to promote legislation favorable thereto.

Section 3. To encourage tourist travel generally, and especially to all territory embraced by our Association.

Section 4. To guard against fraud by promptly reporting cases thereof.

Section 5. To protect members against dishonest or undesirable employees.

Section 6. To promulgate matters of interest to those engaged in the hotel business.

Section 7. To promote by means of an associate membership,

acquaintance, understanding and co-operation between hotels and those with whom they have business association or dealings.

ARTICLE III.

Membership

Section 1. There shall be three classes of members, namely: Active, associate and honorary.

Section 2. An active member is defined to be a reputable person, who represents the operating interests of a hotel situated in the territory covered by this Association and must be a proprietor, manager or assistant manager, provided that any active member who shall become disengaged from the hotel business shall be continued as an active member upon the payment of Ten (\$10.00) Dollars as annual dues.

Section 3. The secretary may, at the request of a member hotel, issue duplicate membership cards for the current year to the officers and executives of said hotel.

Section 4. An associate member is defined to be a reputable person, representing a club, transportation company, hotel paper or other concern whose business is allied with hotel interests.

Section 5. An honorary member is defined to be a reputable person, who shall have been unanimously elected at a regular meeting of the Association for some distinctive service or assistance to the hotel fraternity.

Section 6. Associate or honorary members shall not be eligible to any office or have any vote in the affairs of this Association.

Section 7. Honorary or associate members may be dropped from the rolls upon a majority vote of the members present at any regular or special meeting.

Section 8. Any person or hotel, who is eligible and desires

to become a member of this Association, must file a written application with the secretary, upon a blank provided for this purpose, which application shall be referred to the membership committee, which committee shall consist of the president, secretary and chairman of the executive committee, and if acted upon favorably, shall be presented to the membership for final action.

ARTICLE IV.

Officers

Section 1. The officers of this Association shall consist of a president; a first vice-president; a second vice-president; a secretary; a treasurer, provided however, that the offices of secretary and treasurer may be held by the same person; a sergeant-at-arms; and state vice-presidents for each of the states represented in the Association, and an executive board consisting of the officers of the Association and four members to be elected from the membership at large, a majority of whom shall constitute a quorum. All the above named officers shall be active members and elected at the regular annual meeting, and shall hold office for one year or until their successor shall have been elected and qualified.

Section 2. Any vacancy occurring in the office of the Association shall be filled by the president; appointees to hold office until the next regular meeting.

ARTICLE V.

Executive Board and Officers

Section 1. Until the next regular annual meeting of the Association and until their successors shall be duly elected and qualified, the following shall be the officers and members of the executive board of the Association:

George C. Ober,	President
Harry W. Beckett, Jr.	First Vice-President
Lynnan Hyde,	Second Vice-President
Chauncey W. West,	Secretary
J. K. Young,	Treasurer
S. E. Forrest	Sergeant-at-Arms
George B. Critchlow	
O. S. Brown	
J. W. Babhart	
A. S. Willets	

ARTICLE VI.

Duties of Officers

President.

Section 1. The president shall preside at all meetings of the Association, cast the deciding vote in case of a tie; appoint all regular and special committees, except when otherwise voted, and shall be ex-officio member of all committees.

Vice-President.

Section 2. The vice-presidents in the order named shall, in the absence of the president, perform the duties of that office.

Secretary

Section 3. The secretary shall attend all meetings of the Association, keep correct records of the proceedings of the meetings and present a written report of the affairs of the Association at each annual meeting, or otherwise when directed by the executive board. He shall act as secretary to the executive board. The secretary shall notify all active members of any persons reported for fraud or employees discharged for cause. He shall be authorized to expend not to exceed Three Hundred (\$300.00) Dollars per year for office expenses, postage, printing and stationery, said amount to be paid from the Association funds. Any amount in excess of \$300.00 per year must first receive the approval of the executive board.

Treasurer

Section 4. The treasurer shall keep a record of the accounts

of each member, receive all money from all sources, pay all bills approved by the executive board and present a financial statement to the Association at each annual meeting, or otherwise when directed by the executive board.

Executive Board

Section 5. The executive board shall control the affairs of the Association during the interim between meetings of the Association and shall authorize the expenditure of all money. They shall audit the books and accounts of the Association and make a full report at each annual meeting or upon request of majority vote at any regular meeting. A majority of the board shall be a quorum.

State Vice-Presidents.

Section 6. The state vice-presidents shall serve as organizers of their respective states. They shall be the medium of counselship between the members of the state which they represent, and the Association. They shall render at each annual meeting a report as to the condition of affairs of the Association in their respective states, also any other matter of interest to the Association.

ARTICLE VII.

Meetings.

Section 1. The annual meeting of the Association shall be held during the month of October of each year and the semi-annual meeting shall be held in the spring of the year. The time and place of all meetings shall be designated by the executive board, except when specified by vote at the annual meeting preceding. Special meetings may be called by the executive board upon reasonable notice to the membership. Meetings of the Association may be held at any place within the jurisdiction of the Association.

Section 2. Twelve members shall constitute a quorum.

ARTICLE VIII.

Section 1. A revised list of members together with a copy of these Articles of Incorporation and By-Laws shall be published and mailed to each member by May 1st of each year.

ARTICLE IX.

Order of Business

1. Roll call.
2. Reading minutes of last meeting.
3. Appointment of special committees.
4. Report of officers.
5. Report of standing committees.
6. Reading of communications.
7. General business.
8. New business.
9. Report of special committees.
10. Unfinished business.
11. Election of officers.
12. Installation of new officers.

ARTICLE X.

Section 1. The members of the Association shall not be individually or personally liable for the debts or obligations thereof.

BY-LAWS

ARTICLE I.

Visitors

Section 1. It shall be the privilege of any member to introduce visiting hotel men or persons of prominence in their community at any meeting of this Association.

ARTICLE II.

Rules of Order.

Section 1. Roberts Rules of Order shall govern all meetings of this Association.

ARTICLE III.

Duties of Members.

Section 1. It shall be the duty of each member to report to the secretary the name, description and address of every person who shall attempt to defraud by refusing or neglecting to pay hotel bills, issuing short or fraudulent checks or any other illegal act.

Section 2. It shall be the duty of each member to report to the secretary any person discharged for cause, stating reasons.

Section 3. Each member should give the Association the advantage of any suggestions for the good of the Association or the welfare of the hotel business, by sending same to the secretary in writing.

ARTICLE IV.

Committees

Section 1. The president shall appoint the following committees: credentials, resolutions, legislative (in each state) and nominating, or any other committees found necessary from time to time, each committee to consist of three or more members.

ARTICLE V.

Dues and Fees.

Section 1. The yearly dues for active members of this Association shall be as follows: Hotels of 50 rooms or less, \$10.00; over 50 and less than 100 rooms, \$15.00; 100 rooms and less than 150 rooms, \$20.00; 150 and less than 250 rooms, \$25.00; over 250 rooms, \$35.00.

Section 2. The yearly dues of associate members and active

members disengaged shall be \$10.00.

Section 3. Special assessments may be levied by a two-thirds majority of active members present in person or by written proxy at a regular or special meeting.

Section 4. Any member whose dues are not paid by April 1, of each year or who shall not pay any special assessment, may be suspended from the rolls, and may be reinstated only upon recommendation of the executive committee.

ARTICLE VI.

Voting.

Section 1. In all cases where votes are counted, each hotel shall be entitled to but one vote.

ARTICLE VII.

Amendments

Section 1. These Articles of Incorporation and By-Laws may be amended by a two-thirds majority vote of the active members present in person or by written proxy at any regular or special meeting, provided the secretary has been notified, in writing, of the proposed amendments at least thirty days prior to said meeting.

That I personally attended said meeting and acted as secretary thereof and that I am the secretary of said corporation.

Thomas W. Wicks
Secretary.

Subscribed and sworn to before me this 21 day of February, 1951.

Leath

Josephine Cunningham
Notary Public.

Residing at Salt Lake City, Utah.

17742
INSTRUMENTS TO
ARTICLES OF INCORPORATION

JUN 19 1941
19963

OF

INTERMOUNTAIN HOTEL ASSOCIATION

This is to certify that at a Special Meeting of the members of the Intermountain Hotel Association, a non-profit corporation organized and existing under and by virtue of the laws of the State of Utah, held at the New-Heave Hotel, in Salt Lake City, Utah, on the 15th day of January, 1941, and continued to the 7th day of February, 1941, at the Hotel Utah, Salt Lake City, Utah, and further continued to the 24th day of March, 1941, at the Hotel Utah, Salt Lake City, Utah, legal notice of the time, place and purpose of such meeting have been sent to all members and published in the manner and form prescribed by law, by a majority of all members of record, and by the unanimous vote of all members present, represented in person or by proxy, the following amendments, changes and deletions were made to the Articles of Incorporation of Intermountain Hotel Association, and to the By-laws of said Association:

That Section 1 of Article I, of the Articles of Incorporation of the Intermountain Hotel Association was amended to read as follows:

Section 1. This association shall be known as the Utah-Nevada Hotel Association, and its territory shall consist of the states of Utah and Nevada.

Also, that Article III of said Articles of Incorporation was amended to read as follows:

Section 1. There shall be three classes of members, namely: Active, Associate and Honorary.

Section 2. An active member is defined to be a reputable hotel, tourist corporation, partnership or other organization or individual ownership, situated in the territory covered by this Association, which shall be represented in any and all activities of

this Association by its proprietor, manager, assistant manager or other designated officer.

Section 3. An Associate Member is defined to be any corporation, organization or individual whose business is related to or allied with the hotel business, which shall be represented by its proprietor, manager, assistant manager, or other designated officer.

Section 4. An honorary member is defined to be a reputable corporation, partnership, or other organization or individual who shall have been unanimously elected at any meeting of the association for some distinctive service or assistance to the Utah-Nevada Hotel Association.

Section 5. Each active member shall be entitled to one vote, in person or by proxy, at any regular or special meeting of members.

Section 6. Associate or honorary members shall not be eligible to any office or have any vote in the affairs of this association.

Section 7. Any associate or honorary membership may be revoked by a majority vote of the active members at any regular or special meeting of members.

Section 8. Any corporation, partnership, organization or person who is eligible for membership in this corporation shall file a written application for membership in the manner and form prescribed by the Secretary, which application shall be referred to the membership committee consisting of the President, Secretary and Chairman of the Board of Governors, and if the action of said committee is for admission of said applicant, the application shall be presented to the membership for final action.

Section 9. All dues and special assessments for all classes of members shall be prescribed by the Board of Governors, who shall also prescribe the dates upon which said dues and special assessments shall become due and delinquent, and the Board may suspend any member for non-payment of dues or special assessment.

Also, that Section 2 of Article VII of said Articles of Incorporation was amended to read as follows:

Section 2. Seven members shall constitute a quorum.

Also, that said Articles of Incorporation were amended by adding a new article thereto, to be known as Article XI, said Article XI, to read as follows:

Article 3. These provisions of Incorporation may be changed by a two-thirds majority vote of active members present in person or by written proxy at any annual meeting, without notice, or by two-thirds majority vote at any special meeting, provided the Secretary has notified each active member, in writing, of the proposed amendment or amendments and the time and place of such meeting at least fourteen days prior to such special meeting.

Also, that Articles V, VI and VII of the By-laws of said Association were repealed.

Also, that wherever the designation "Executive Board" appears in said Articles of Incorporation or By-laws, the same are amended to read, "Board of Governors."

IN WITNESS WHEREOF, the said Intermountain Hotel Association has caused this certificate to be executed by its President, and attested by its Secretary, this 13th day of June, 1941.

WITNESSES:
W. Ross Sutton Secretary
G. R. Toombs President

SEAL OF STATE }
COUNTY OF SALT LAKE } SS.

On this 13th day of June, 1941, personally appeared before me, Guy R. Toombs and W. Ross Sutton known to me to be the President and Secretary respectively of the Intermountain Hotel Association, a non-profit corporation, and acknowledged to me that they signed the foregoing certificate as such President and Secretary.

I, J. Zona Stewart, a duly qualified Notary Public, do hereby certify that the day and year first above written.

J. Zona Stewart
Notary Public

RECEIVED
OFFICE OF
SECRETARY OF STATE

MERGER AGREEMENT

SEP 27 PM 2 37

THIS AGREEMENT OF MERGER, Dated the 13th day of September, 1965,
by and between UTAH-NEVADA HOTEL ASSOCIATION, hereinafter called "Utah-
Nevada", a corporation organized and existing under the laws of the State of
Utah; and the IDAHO HOTEL ASSOCIATION, INC., hereinafter called "Idaho",
a corporation organized and existing under the laws of the State of Idaho;
WITNESSETH:

WHEREAS, the Board of Director of each of said corporations, parties
hereto, to the end, through, combination and integration of their facilities
and personnel, may create economies and increase the facilities and services
available to their various member, provide greater resources to meet adverse
conditions, and better carry out the purposes and intents of the organizations
of both parties, and in consideration of the mutual agreements of each corpor-
ation as hereinafter set forth, have determined and do deem it advisable, and
generally to the advantage and welfare of each and their respective members,
that the two corporations merge into a single corporation; and

WHEREAS, there is no stock issued or outstanding by either corporation,
and they are membership corporations; and

WHEREAS, Section 16-5-1 of the Utah Code, Annotated, 1953, authorizes
mergers of corporations organized under the laws of other states into a corpor-
ation organized under the general laws of the State of Utah, and that the general
corporation laws of the State of Idaho, Section 30-515, Idaho Code, authorizes
a merger of corporations organized in Idaho into corporations authorized under
the laws of another state; and

WHEREAS, the above named corporations, sometimes hereinafter called
"constituent corporations" will be in the best interests of each, better operated
under a merger of the two;

NOW, THEREFORE, the aforesaid corporations, parties hereto, do hereby agree, each with the other, in consideration of the covenants and mutual agreements, provisions, and grants herein contained, and in accordance with the general corporation laws of the States of Idaho and Utah, that said Idaho be merged into Utah-Nevada, and that said Utah-Nevada merges Idaho into itself, and that said Utah-Nevada shall be the continuing and surviving corporation, and do hereby upon and prescribe the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect in the manner of making the Idaho members members of Utah-Nevada, and without changing or converting the rights of either parties, and are and shall hereafter be as follows:

1. The name of the corporation shall be Utah-Nevada-Idaho Hotel and Motel Association, Inc. The corporation shall exist by virtue of, and be governed under the laws of the State of Utah. The corporate existence, identity, purposes, powers, franchises, rights and immunities of Utah-Nevada shall continue unaffected and unimpaired by the merger and the corporate identity, existences, purposes, powers, franchises, rights and immunities of Idaho shall be merged into Utah-Nevada, and Utah-Nevada shall be vested therewith. The separate existence of Idaho, except so far as it may be continued by statute, shall cease as soon as this agreement shall become effective and thereupon Idaho and Utah-Nevada shall become a single corporation. The date upon which the constituent corporation shall become said single corporation is hereafter referred to as the "effective date of this agreement".

2. The Articles of Incorporation of Utah-Nevada in effect immediately prior to the effective date of this agreement shall become the certificate of incorporation of the surviving corporation, until altered or amended as herein provided:

(a) Utah-Nevada shall amend its Articles of Incorporation to provide the number of Directors of the corporation should be twenty-five (25), that each officer of the corporation shall be a Director and counted within said number, that the officers of the corporation shall be the Chairman of the Board of Directors, who shall be the past retiring President, a President, three (3) Vice Presidents, one of which shall be elected from each of the states represented, an Executive Vice President, who shall be the paid executive, a Secretary and a Treasurer, which latter two positions may be held by the same person, that the quorum for a meeting of the Board of Directors shall be ten (10), and not less than twenty-five per cent of the Board shall be elected from each of the states, and providing that the A.H.A. Director from each state shall be elected by the Directors from that state, from among the Directors of the state.

(b) Names and addresses of the first Directors of the surviving corporation, after the effective date of this agreement, who shall hold office until their respective successors have been elected, and qualified, are set forth in Exhibit "A", attached hereto and made a part hereof as though fully set forth herein. The names, titles and addresses of the principal officers of the surviving corporation, after the effective date of this agreement, who shall hold office until their respective successors have been elected and qualified, are set forth in Exhibit "B", attached hereto, and made a part hereof as though fully set forth herein.

(c) New membership cards or certificates shall be issued to each member of Idaho and of Utah-Nevada, as of the effective date of this agreement, and all dues paid previously to the date hereof, or billed and unpaid, for the last fiscal year of either of the constituent corporations commencing on or before January 1, 1965, shall be deemed the dues for the period to the effective date hereof, and further dues shall be levied effective with the effective date hereof for the next fiscal year and other fiscal years thereafter.

3. The By-Laws of Utah-Nevada shall be amended to conform with the above noted amendments to the Articles of Incorporation, the dues structure shall be amended to provide a dues rate of sixty cents (60¢) a year per room, and such other particulars as the members may desire.

4. This agreement shall be submitted to the members of each of the constituent corporations as provided by law, shall take effect and shall be deemed, and be taken to be the agreement and act of merger of such corporations, upon the adoption thereof by the members of each of the constituent corporations, in accordance with the requirements of law of the State of Idaho and of the State of Utah, and upon execution, filing and recording of such

documents, and the doing of such acts and things as may be required for accomplishing the merger by the general corporation laws of said states, as such laws have been amended and supplemented, and upon the happening of all such events, the separate existence of Idaho shall cease and it shall be merged into Utah-Nevada, in accordance with the provisions hereof. The surviving corporation expressly assumes the obligation and covenant of Idaho which is represented not to exceed \$500.00, and as more particularly listed as shown on Exhibit "C", which is made a part hereof as if fully set forth herein.

5. Anything herein, or elsewhere to the contrary notwithstanding, this agreement, at any time prior to the filing thereof, may be terminated and abandoned by the Board of Directors of either corporation, if either before or after favorable action thereon by the members of such corporation, such Board shall decide it shall not be in the best interest of such constituent corporation, in such case such Board may direct its officers not to file the agreement and in such event, notice shall forthwith be given to the other corporation, and thereupon this agreement shall become wholly void and of no effect. In the event of such termination, there shall be no liability on the part of the constituent corporations or their Board of Directors or members.

6. On the effective date of this agreement, the surviving corporation shall, without other transfer, succeed to and possess all the rights, privileges, powers and franchises and immunities not limited to or restricted by law, public as well as private in nature, and be subject to all the obligations and duties of each of the constituent corporations and all and singular rights, privileges, powers, franchises and immunities of each of the corporations and of all the property, real, personal or mixed, and personal, and of all the debts due to either of such constituent corporations of whatever accounts, as well as of any membership subscriptions and other things in action belonging to each of said constituent corporations and the same shall vest in the surviving corporation;

and all property, rights, privileges, powers, franchises and every other interest shall be thereafter as effectively the property of the surviving corporation as they were of the several and respective constituent corporations, and the title to any real estate, vested by deed or otherwise, under the laws of the states of Idaho, Utah or Nevada, or any other state of the United States, in either of the constituent corporations, shall not revert, nor in any way be impaired by reason of this merger, provided that any rights of creditors and all liens upon all such property of each constituent corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent corporations shall henceforth attach to the surviving corporation, and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it. The constituent corporations hereby respectively agree that from time to time as may be requested by the surviving corporation, or its successors or assigns, they will execute and delivery such deeds or other instruments, take or cause to be taken such further or other actions as the surviving corporation may deem necessary or desirable in order to vest or perfect in or to confirm of record or otherwise in the surviving corporation, title to and possession of all property rights, privileges, powers and franchises, and otherwise to carry out the purposes of this agreement. The surviving corporation reserves the right, unless specifically agreed to the contrary herein, to alter, amend, change or repeal any provision contained in the agreement of merger, which may be contained in the Articles of Incorporation of a corporation organized under the laws of the State of Utah, in the manner now or hereafter prescribed, which said laws, and all rights conferred upon members therein are granted subject to this reservation, provided nevertheless, there shall be no power to amend the proviso allowing not less than 25% representation on the Board of Directors by the hotel and motel group of any state belonging hereto.

7. Each of the constituent corporations covenant and agree in accordance with the above provisions to carry out all and singular each and every item hereinabove agreed to and not to take any steps prior to the effective date hereof which would invalidate through transfer of property, merger with other corporations or otherwise, the status quo existing upon the consideration herein.

8. As soon as practical after the execution of this agreement, the surviving corporation and Idaho shall respectively file with the Internal Revenue Service such instruments as may be required to continue the exempt status of the surviving corporation, and to give notice of the termination of the existence of Idaho as an exempt corporation.

9. Idaho agrees to turn over to the surviving corporation all of its books and records necessary for the continuation of the Idaho hotel and motel members of the Idaho association as members of the surviving corporation, and accounts and records as may be necessary for the operation of said surviving corporation, including the Idaho members.

10. It is expressly agreed that this writing contains the entire agreement between the parties in relation to the subject matter herein, and there are no other understandings or agreements, verbal or otherwise, in relation hereto existing between the parties, except as expressed herein.

11. The effective date of this agreement shall be the 1st day of October, 1965.

IN WITNESS WHEREOF, Idaho has caused this agreement of merger to be executed by a majority of its Board of Directors and the corporate seal thereto to be affixed this 13 day of September, 1965, in accordance with the laws of the State of Idaho; and Utah-Nevada has caused this agreement of merger

to be executed by the majority of the Directors of such corporation and its corporate seal to be affixed this 13 day of September, 1965, in accordance with the general laws of the State of Utah.

UTAH-NEVADA HOTEL ASSOCIATION

IDAHO HOTEL ASSOCIATION, INC.

W. B. Boyd

W. B. Boyd

W. B. Boyd

W. B. Boyd

W. B. Boyd

W. B. Boyd

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W. B. Boyd

IN WITNESS TO the merger agreement of the Utah-Nevada Hotel Association and the Idaho Hotel Association, Inc., each of said constituent corporations have caused this agreement of merger to be executed by its President and Secretary the 13 day of September, 1965, in accordance with the laws of the State of Idaho and of the State of Utah, and by execution hereof each said President certifies more than two-thirds of the entire membership voted, in person or by proxy, for the adoption of the merger agreement.

IDAHO HOTEL ASSOCIATION, INC.

By: Nicholas H. Boddy
President

ATTEST

[Signature]
Secretary

UTAH-NEVADA HOTEL ASSOCIATION

By: [Signature]
President

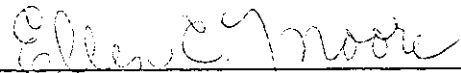
ATTEST:

[Signature]
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of September, 1965, before me, a Notary Public in and for said State, personally appeared NICHOLAS BODE, BRENT MacDONALD, ERNEST A. NELSON, E. A. LOGAN, JR., HARRY HOLMES, JOHN J. PENGILLY, and JESS JENNISON, known to be to be the Directors of IDAHO HOTEL ASSOCIATION, which corporation executed this instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public in and for the State of
Idaho, Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

T. H. EBERLE, being first duly sworn on oath, deposes and says:

That he is the Executive Secretary of the IDAHO HOTEL ASSOCIATION, that there was an annual meeting of said Idaho Hotel Association held on the 13 day of September, 1965; that thereat more than two-thirds of the entire membership voted, in person or by proxy, for the adoption of the merger agreement herein, and that said agreement is signed by two thirds of the Directors, and by the President, Nicholas Bode.



SUBSCRIBED AND SWORN TO before me this 13 day of September, 1965.



Notary Public in and for the State of
Idaho, Residing at Boise, Idaho

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 13 day of September, 1965, personally appeared
me,

who, being by me duly sworn, did say that they are the President, Vice President and Secretary, respectively, of UTAH-NEVADA HOTEL ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and the said

acknowledged to me that said corporation executed the same.

My Commission expires:

April 23, 1967

Charles E. Smith
Notary Public, Residing in
Salt Lake City, Utah

STATE OF UTAH)
County of Salt Lake) ss.

On the 13 day of September, 1965, personally appeared before me L.C. COPE, HENRY ALOIA, J. RICHARD WILLIAMS, WILLIAM diCRISTINA, MICHAEL LINDECK, ROBERT O. CANNON, C. L. WEST, GEORGE STILLINGS, OREN PROBERT and CLARENCE HORSLEY, signers of the foregoing instrument, who duly acknowledged to me that they executed the same as Directors of UTAH-NEVADA HOTEL ASSOCIATION, a corporation of the State of Utah.

My Commission expires:

APR 23, 1967

Charles L. Asch
Notary Public, Residing in
Salt Lake City, Utah

CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Clarence West, Secretary of the Utah-Nevada Hotel Association, does hereby certify that the foregoing Merger Agreement was authorized, adopted, signed and acknowledged by the Utah-Nevada Hotel Association, by a vote representing more than a majority in the amount of the outstanding members entitled to vote at an annual meeting thereof held on the _____ day of September, 1965, at Lake Tahoe, Nevada, notice of which, stating the time, place and object of such meeting was duly given the members of said Association more than ten (10) days prior to said meeting, and said notice was published for at least thirty (30) days prior thereto in a newspaper of general circulation in the State of Utah, County of Salt Lake, the place where said corporation has its principal place of business.

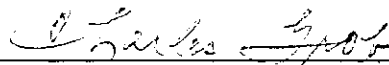


Secretary, Utah-Nevada Hotel Association

STATE OF UTAH)
) ss.
County of Salt Lake

On this 13 day of September, 1965, personally appeared before me CLARENCE WEST, known to me to be the Secretary of the Utah-Nevada Hotel Association, the corporation that executed said instrument, and acknowledged to me that he executed the instrument on behalf 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.



Notary Public for Utah
Residing at: Salt Lake City

CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, T. H. Eberle, Executive Secretary of the Idaho Hotel Association, Inc., does hereby certify that the foregoing Merger Agreement was authorized, adopted, signed and acknowledged by the Idaho Hotel Association, Inc., by a vote representing more than a majority in the amount of the outstanding members entitled to vote at an annual meeting thereof held on the 13 day of September, 1965, at Lake Tahoe, Nevada, notice of which, stating the time, place and object of such meeting was duly given to the members of said Association more than ten (10) days prior to said meeting, and said notice was published for at least thirty (30) days prior thereto in a newspaper of general circulation in the State of Idaho, County of Ada, the place where said corporation has its principal place of business.

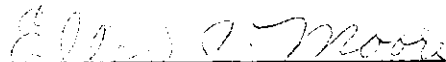


Executive Secretary,
Idaho Hotel Association, Inc.

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of September, 1965, before me, a Notary Public in and for said State, personally appeared T. H. EBERLE, known to me to be the Executive Secretary of the corporation that executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho
Residing at: Boise, Idaho

E X H I B I T "A"

List of Directors who shall be the first Board of Directors of the merged corporation:

<u>Lloyd Gove, Chairman</u>	<u>Conrad Priess</u>
<u>Ed Flynn</u>	<u>"Red" Ellis</u>
<u>Henry Alada</u>	<u>Harry Holmes</u>
<u>T. A. Murray</u>	<u>Ernie Nelson</u>
<u>Ernest Petty</u>	<u>Nicholas Bode</u>
<u>Harold Roberts</u>	<u>Ernest Logan, Jr</u>
<u>Leon Wiley</u>	<u>Everett Jordan</u>
<u>Bill Christensen</u>	<u>T. A. Eberle</u>
<u>Clarence E. Hawley</u>	<u>John Pengilly</u>
<u>Dick Clappell</u>	
<u>Robert O. Garton</u>	
<u>George Williams</u>	
<u>Dick Schofield</u>	

E X H I B I T "B"

The following are the first Officers of the surviving corporation:

President:

John Robert

Vice-Presidents:

Dick Williams

Ernest MacGonigle

Michael Hindock

Executive Vice-President:

C. L. West

Secretary:

Doug Leiter

Treasurer:

Doug Leiter



Secretary of State's Office

I, CLYDE L. MILLER, SECRETARY OF STATE OF THE STATE OF UTAH.

DO HEREBY CERTIFY THAT the attached is a full, true and correct copy
of the Merger Agreement between UTAH-NEVADA HOTEL ASSOCIATION and
IDAHO HOTEL ASSOCIATION, INC. _____

AS APPEARS _____ of record _____ **IN MY OFFICE.**



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND

AND AFFIXED THE GREAT SEAL OF THE STATE OF UTAH

AT SALT LAKE CITY, THIS Seventeenth **DAY OF**

February 19 66

Clyde L. Miller
SECRETARY OF STATE

BY Sam H. Prioleau
DEPUTY

MERGER AGREEMENT

RECEIVED
OFFICE OF
SECRETARY OF STATE

1966 FEB 17 AM 9 26

THIS AGREEMENT OF MERGER, Dated the 13th day of September, 1965,
by and between UTAH-NEVADA HOTEL ASSOCIATION, hereinafter called "Utah-
Nevada", a corporation organized and existing under the laws of the State of
Utah; and the IDAHO HOTEL ASSOCIATION, INC., hereinafter called "Idaho",
a corporation organized and existing under the laws of the State of Idaho;
WITNESSETH:

WHEREAS, the Board of Director of each of said corporations, parties
hereto, to the end, through, combination and integration of their facilities
and personnel, may create economies and increase the facilities and services
available to their various member, provide greater resources to meet adverse
conditions, and better carry out the purposes and intents of the organizations
of both parties, and in consideration of the mutual agreements of each corpor-
ation as hereinafter set forth, have determined and do deem it advisable, and
generally to the advantage and welfare of each and their respective members,
that the two corporations merge into a single corporation; and

WHEREAS, there is no stock issued or outstanding by either corporation,
and they are membership corporations; and

WHEREAS, Section 16-5-1 of the Utah Code, Annotated, 1953, authorizes
mergers of corporations organized under the laws of other states into a corpor-
ation organized under the general laws of the State of Utah, and that the general
corporation laws of the State of Idaho, Section 30-515, Idaho Code, authorizes
a merger of corporations organized in Idaho into corporations authorized under
the laws of another state; and

WHEREAS, the above named corporations, sometimes hereinafter called
"constituent corporations" will be in the best interests of each, better operated
under a merger of the two;

NOW, THEREFORE, the aforesaid corporations, parties hereto, do hereby agree, each with the other, in consideration of the covenants and mutual agreements, provisions, and grants herein contained, and in accordance with the general corporation laws of the States of Idaho and Utah, that said Idaho be merged into Utah-Nevada, and that said Utah-Nevada merges Idaho into itself, and that said Utah-Nevada shall be the continuing and surviving corporation, and do hereby upon and prescribe the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect in the manner of making the Idaho members members of Utah-Nevada, and without changing or converting the rights of either parties, and are and shall hereafter be as follows:

1. The name of the corporation shall be Utah-Nevada-Idaho Hotel and Motel Association, Inc. The corporation shall exist by virtue of, and be governed under the laws of the State of Utah. The corporate existence, identity, purposes, powers, franchises, rights and immunities of Utah-Nevada shall continue unaffected and unimpaired by the merger and the corporate identity, existences, purposes, powers, franchises, rights and immunities of Idaho shall be merged into Utah-Nevada, and Utah-Nevada shall be vested therewith. The separate existence of Idaho, except sofar as it may be continued by statute, shall cease as soon as this agreement shall become effective and thereupon Idaho and Utah-Nevada shall become a single corporation. The date upon which the constituent corporation shall become said single corporation is hereafter referred to as the "effective date of this agreement".

2. The Articles of Incorporation of Utah-Nevada in effect immediately prior to the effective date of this agreement shall become the certificate of incorporation of the surviving corporation, until altered or amended as herein provided:

(a) Utah-Nevada shall amend its Articles of Incorporation to provide the number of Directors of the corporation should be twenty-five (25), that each officer of the corporation shall be a Director and counted within said number, that the officers of the corporation shall be the Chairman of the Board of Directors, who shall be the past retiring President, a President, three (3) Vice Presidents, one of which shall be elected from each of the states represented, an Executive Vice President, who shall be the paid executive, a Secretary and a Treasurer, which latter two positions may be held by the same person, that the quorum for a meeting of the Board of Directors shall be ten (10), and not less than twenty-five per cent of the Board shall be elected from each of the states, and providing that the A.H.A. Director from each state shall be elected by the Directors from that state, from among the Directors of the state.

(b) Names and addresses of the first Directors of the surviving corporation, after the effective date of this agreement, who shall hold office until their respective successors have been elected, and qualified, are set forth in Exhibit "A", attached hereto and made a part hereof as though fully set forth herein. The names, titles and addresses of the principal officers of the surviving corporation, after the effective date of this agreement, who shall hold office until their respective successors have been elected and qualified, are set forth in Exhibit "B", attached hereto, and made a part hereof as though fully set forth herein.

(c) New membership cards or certificates shall be issued to each member of Idaho and of Utah-Nevada, as of the effective date of this agreement, and all dues paid previously to the date hereof, or billed and unpaid, for the last fiscal year of either of the constituent corporations commencing on or before January 1, 1965, shall be deemed the dues for the period to the effective date hereof, and further dues shall be levied effective with the effective date hereof for the next fiscal year and other fiscal years thereafter.

3. The By-Laws of Utah-Nevada shall be amended to conform with the above noated amendments to the Articles of Incorporation, the dues structure shall be amended to provide a dues rate of sixty cents (60¢) a year per room, and such other particulars as the members may desire.

4. This agreement shall be submitted to the members of each of the constituent corporations as provided by law, shall take effect and shall be deemed, and be taken to be the agreement and act of merger of such corporations, upon the adoption thereof by the members of each of the constituent corporations, in accordance with the requirements of law of the State of Idaho and of the State of Utah, and upon execution, filing and recording of such

documents, and the doing of such acts and things as may be required for accomplishing the merger by the general corporation laws of said states, as such laws have been amended and supplemented, and upon the happening of all such events, the separate existence of Idaho shall cease and it shall be merged into Utah-Nevada, in accordance with the provisions hereof. The surviving corporation expressly assumes the obligation and covenant of Idaho which is represented not to exceed \$500.00, and as more particularly listed as shown on Exhibit "C", which is made a part hereof as if fully set forth herein.

5. Anything herein, or elsewhere to the contrary notwithstanding, this agreement, at any time prior to the filing thereof, may be terminated and abandoned by the Board of Directors of either corporation, if either before or after favorable action thereon by the members of such corporation, such Board shall decide it shall not be in the best interest of such constituent corporation, in such case such Board may direct its officers not to file the agreement and in such event, notice shall forthwith be given to the other corporation, and thereupon this agreement shall become wholly void and of no effect. In the event of such termination, there shall be no liability on the part of the constituent corporations or their Board of Directors or members.

6. On the effective date of this agreement, the surviving corporation shall, without other transfer, succeed to and possess all the rights, privileges, powers and franchises and immunities not limited to or restricted by law, public as well as private in nature, and be subject to all the obligations and duties of each of the constituent corporations and all and singular rights, privileges, powers, franchises and immunities of each of the corporations and of all the property, real, personal or mixed, and personal, and of all the debts due to either of such constituent corporations of whatever accounts, as well as of any membership subscriptions and other things in action belonging to each of said constituent corporations and the same shall vest in the surviving corporation;

and all property, rights, privileges, powers, franchises and every other interest shall be thereafter as effectively the property of the surviving corporation as they were of the several and respective constituent corporations, and the title to any real estate, vested by deed or otherwise, under the laws of the states of Idaho, Utah or Nevada, or any other state of the United States, in either of the constituent corporations, shall not revert, nor in any way be impaired by reason of this merger, provided that any rights of creditors and all liens upon all such property of each constituent corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent corporations shall henceforth attach to the surviving corporation, and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it. The constituent corporations hereby respectively agree that from time to time as may be requested by the surviving corporation, or its successors or assigns, they will execute and delivery such deeds or other instruments, take or cause to be taken such further or other actions as the surviving corporation may deem necessary or desirable in order to vest or perfect in or to confirm of record or otherwise in the surviving corporation, title to and possession of all property rights, privileges, powers and franchises, and otherwise to carry out the purposes of this agreement. The surviving corporation reserves the right, unless specifically agreed to the contrary herein, to alter, amend, change or repeal any provision contained in the agreement of merger, which may be contained in the Articles of Incorporation of a corporation organized under the laws of the State of Utah, in the manner now or hereafter prescribed, which said laws, and all rights conferred upon members therein are granted subject to this reservation, provided nevertheless, there shall be no power to amend the proviso allowing not less than 25% representation on the Board of Directors by the hotel and motel group of any state belonging hereto.

7. Each of the constituent corporations covenant and agree in accordance with the above provisions to carry out all and singular each and every item hereinabove agreed to and not to take any steps prior to the effective date hereof which would invalidate through transfer of property, merger with other corporations or otherwise, the status quo existing upon the consideration herein.

8. As soon as practical after the execution of this agreement, the surviving corporation and Idaho shall respectively file with the Internal Revenue Service such instruments as may be required to continue the exempt status of the surviving corporation, and to give notice of the termination of the existence of Idaho as an exempt corporation.

9. Idaho agrees to turn over to the surviving corporation all of its books and records necessary for the continuation of the Idaho hotel and motel members of the Idaho association as members of the surviving corporation, and accounts and records as may be necessary for the operation of said surviving corporation, including the Idaho members.

10. It is expressly agreed that this writing contains the entire agreement between the parties in relation to the subject matter herein, and there are no other understandings or agreements, verbal or otherwise, in relation hereto existing between the parties, except as expressed herein.

11. The effective date of this agreement shall be the 1st day of October, 1965.

IN WITNESS WHEREOF, Idaho has caused this agreement of merger to be executed by a majority of its Board of Directors and the corporate seal thereto to be affixed this 13 day of September, 1965, in accordance with the laws of the State of Idaho; and Utah-Nevada has caused this agreement of merger

to be executed by the majority of the Directors of such corporation and its corporate seal to be affixed this 13 day of September, 1965, in accordance with the general laws of the State of Utah.

UTAH-NEVADA HOTEL ASSOCIATION

IDAHO HOTEL ASSOCIATION, INC.

L. C. Cope

H. M. Davis

J. H. H. H. H.

J. Michael Williams

H. W. Custer

Michael Linder

R. D. Cannon

E. L. West

J. H. H. H. H.

J. K. Probert

Michael H. Bole

Brent Macdonald

Ernest H. Nelson

E. C. Togan Jr.

Harry Holmes

John J. Pungilly

Jess Jennison

IN WITNESS TO the merger agreement of the Utah-Nevada Hotel Association and the Idaho Hotel Association, Inc., each of said constituent corporations have caused this agreement of merger to be executed by its President and Secretary the 13th day of September, 1965, in accordance with the laws of the State of Idaho and of the State of Utah, and by execution hereof each said President certifies more than two-thirds of the entire membership voted, in person or by proxy, for the adoption of the merger agreement.

IDAHO HOTEL ASSOCIATION, INC.

By: Nicholas Bode
President

ATTEST:

T.H. Eberle
Secretary

UTAH-NEVADA HOTEL ASSOCIATION

By: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of September, 1965, before me, a Notary Public in and for said State, personally appeared NICHOLAS BODE, BRENT MacDONALD, ERNEST A. NELSON, E. A. LOGAN, JR., HARRY HOLMES, JOHN J. PENGILLY, and JESS JENNISON, known to be to be the Directors of IDAHO HOTEL ASSOCIATION, which corporation executed this instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Ellen C. Moore
Notary Public in and for the State of
Idaho, Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

T. H. EBERLE, being first duly sworn on oath, deposes and says:

That he is the Executive Secretary of the IDAHO HOTEL ASSOCIATION, that there was an annual meeting of said Idaho Hotel Association held on the 13 day of September, 1965; that thereat more than two-thirds of the entire membership voted, in person or by proxy, for the adoption of the merger agreement herein, and that said agreement is signed by two thirds of the Directors, and by the President, Nicholas Bode.

T. H. Eberle

SUBSCRIBED AND SWORN TO before me this 13 day of September, 1965.

Ellen C. Moore
Notary Public in and for the State of
Idaho, Residing at Boise, Idaho

STATE OF UTAH)
)
County of Salt Lake)

ss.

On the 13 day of September, 1965, personally appeared before me,

who, being by me duly sworn, did say that they are the President, Vice President and Secretary, respectively, of UTAH-NEVADA HOTEL ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and the said

acknowledged to me that said corporation executed the same.

My Commission expires:

April 23, 1967

Charles Grob
Notary Public, Residing in
Salt Lake City, Utah

STATE OF UTAH)
)
County of Salt Lake)

ss.

On the 13 day of September, 1965, personally appeared before me L.C. COPE, HENRY ALOIA, J. RICHARD WILLIAMS, WILLIAM diCRISTINA, MICHAEL LINDECK, ROBERT O. CANNON, C. L. WEST, GEORGE STILLINGS, OREN PROBERT and CLARENCE HORSLEY, signers of the foregoing instrument, who duly acknowledged to me that they executed the same as Directors of UTAH-NEVADA HOTEL ASSOCIATION, a corporation of the State of Utah.

My Commission expires:

April 23, 1967

Charles Grob
Notary Public, Residing in
Salt Lake City, Utah

CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Clarence West, Secretary of the Utah-Nevada Hotel Association, does hereby certify that the foregoing Merger Agreement was authorized, adopted, signed and acknowledged by the Utah-Nevada Hotel Association, by a vote representing more than a majority in the amount of the outstanding members entitled to vote at an annual meeting thereof held on the 15th day of September, 1965, at Lake Tahoe, Nevada, notice of which, stating the time, place and object of such meeting was duly given the members of said Association more than ten (10) days prior to said meeting, and said notice was published for at least thirty (30) days prior thereto in a newspaper of general circulation in the State of Utah, County of Salt Lake, the place where said corporation has its principal place of business.

Secretary, Utah-Nevada Hotel Association

STATE OF UTAH :)
) ss.
County of Salt Lake

On this 13 day of September, 1965, personally appeared before me CLARENCE WEST, known to me to be the Secretary of the Utah-Nevada Hotel Association, the corporation that executed said instrument, and acknowledged to me that he executed the instrument on behalf 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.

Charles Grob
Notary Public for Utah
Residing at: Salt Lake City

CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, T. H. Eberle, Executive Secretary of the Idaho Hotel Association, Inc., does hereby certify that the foregoing Merger Agreement was authorized, adopted, signed and acknowledged by the Idaho Hotel Association, Inc., by a vote representing more than a majority in the amount of the outstanding members entitled to vote at an annual meeting thereof held on the 13 day of September, 1965, at Lake Tahoe, Nevada, notice of which, stating the time, place and object of such meeting was duly given to the members of said Association more than ten (10) days prior to said meeting, and said notice was published for at least thirty (30) days prior thereto in a newspaper of general circulation in the State of Idaho, County of Ada, the place where said corporation has its principal place of business.

T. H. Eberle
Executive Secretary,
Idaho Hotel Association, Inc.

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of September, 1965, before me, a Notary Public in and for said State, personally appeared T. H. EBERLE, known to me to be the Executive Secretary of the corporation that executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Ellen C. Moore
Notary Public for Idaho
Residing at: Boise, Idaho

EXHIBIT "A"

List of Directors who shall be the first Board of Directors of the merged corporation:

<u>Lloyd Cope, Chairman</u>	<u>Conrad Priess</u>
<u>Ed Flynn</u>	<u>"Red" Ellis</u>
<u>Henry Aloia</u>	<u>Harry Holmes</u>
<u>T. E. Murray</u>	<u>Ernie Nelson</u>
<u>Dwight Petty</u>	<u>Nicholas Bode</u>
<u>Harold Roberts</u>	<u>Ernest Logan, Jr</u>
<u>Leon Riley</u>	<u>Everett Jordan</u>
<u>Bill diCristina</u>	<u>T. H. Eberle</u>
<u>Clarence E Horsley</u>	<u>John Pengilly</u>
<u>Dick Chappell</u>	
<u>Robert O Cannon</u>	
<u>George Stillings</u>	
<u>Dick Schofield</u>	

EXHIBIT "B"

The following are the first Officers of the surviving corporation:

President:

Oren Probert

Vice-Presidents:

Dick Williams

Brent MacDonald

Michael Lindeck

Executive Vice-President:

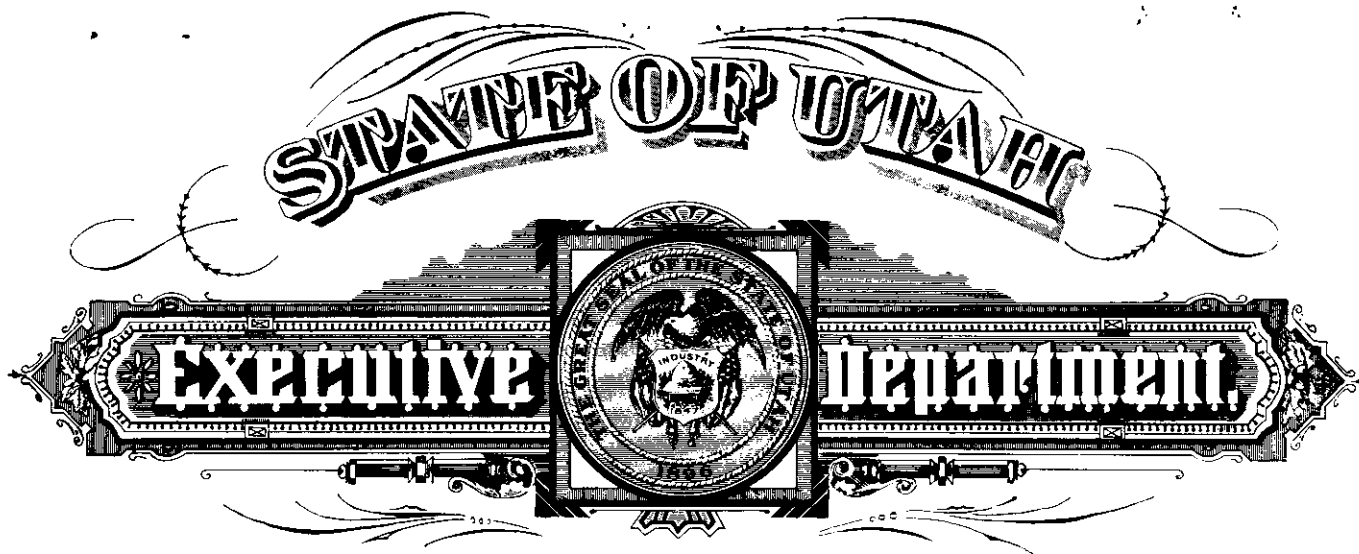
C. L. West

Secretary:

Dowd Leiter

Treasurer:

Dowd Leiter



Secretary of State's Office

I, CLYDE L. MILLER, SECRETARY OF STATE OF THE STATE OF UTAH,
DO HEREBY CERTIFY THAT the attached is a full, true and correct copy
of the Merger Agreement between UTAH-NEVADA HOTEL ASSOCIATION and
IDAHO HOTEL ASSOCIATION, INC. _____

AS APPEARS _____ of record _____ IN MY OFFICE.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND

AND AFFIXED THE GREAT SEAL OF THE STATE OF UTAH

AT SALT LAKE CITY, THIS Seventeenth DAY OF

February 19 66

Clyde L. Miller
SECRETARY OF STATE

BY Gran A. Friberg
DEPUTY

RECEIVED
OFFICE OF
MERGER AGREEMENT SECRETARY OF STATE

1966 FEB 17 AM 9 26
THIS AGREEMENT OF MERGER, Dated the 13th day of September, 1965,

by and between UTAH-NEVADA HOTEL ASSOCIATION, hereinafter called "Utah-Nevada", a corporation organized and existing under the laws of the State of Utah; and the IDAHO HOTEL ASSOCIATION, INC., hereinafter called "Idaho", a corporation organized and existing under the laws of the State of Idaho;

WITNESSETH:

WHEREAS, the Board of Director of each of said corporations, parties hereto, to the end, through, combination and integration of their facilities and personnel, may create economies and increase the facilities and services available to their various member, provide greater resources to meet adverse conditions, and better carry out the purposes and intents of the organizations of both parties, and in consideration of the mutual agreements of each corporation as hereinafter set forth, have determined and do deem it advisable, and generally to the advantage and welfare of each and their respective members, that the two corporations merge into a single corporation; and

WHEREAS, there is no stock issued or outstanding by either corporation, and they are membership corporations; and

WHEREAS, Section 16-5-1 of the Utah Code, Annotated, 1953, authorizes mergers of corporations organized under the laws of other states into a corporation organized under the general laws of the State of Utah, and that the general corporation laws of the State of Idaho, Section 30-515, Idaho Code, authorizes a merger of corporations organized in Idaho into corporations authorized under the laws of another state; and

WHEREAS, the above named corporations, sometimes hereinafter called "constituent corporations" will be in the best interests of each, better operated under a merger of the two;

NOW, THEREFORE, the aforesaid corporations, parties hereto, do hereby agree, each with the other, in consideration of the covenants and mutual agreements, provisions, and grants herein contained, and in accordance with the general corporation laws of the States of Idaho and Utah, that said Idaho be merged into Utah-Nevada, and that said Utah-Nevada merges Idaho into itself, and that said Utah-Nevada shall be the continuing and surviving corporation, and do hereby upon and prescribe the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect in the manner of making the Idaho members members of Utah-Nevada, and without changing or converting the rights of either parties, and are and shall hereafter be as follows:

1. The name of the corporation shall be Utah-Nevada-Idaho Hotel and Motel Association, Inc. The corporation shall exist by virtue of, and be governed under the laws of the State of Utah. The corporate existence, identity, purposes, powers, franchises, rights and immunities of Utah-Nevada shall continue unaffected and unimpaired by the merger and the corporate identity, existences, purposes, powers, franchises, rights and immunities of Idaho shall be merged into Utah-Nevada, and Utah-Nevada shall be vested therewith. The separate existence of Idaho, except sofar as it may be continued by statute, shall cease as soon as this agreement shall become effective and thereupon Idaho and Utah-Nevada shall become a single corporation. The date upon which the constituent corporation shall become said single corporation is hereafter referred to as the "effective date of this agreement".

2. The Articles of Incorporation of Utah-Nevada in effect immediately prior to the effective date of this agreement shall become the certificate of incorporation of the surviving corporation, until altered or amended as herein provided:

(a) Utah-Nevada shall amend its Articles of Incorporation to provide the number of Directors of the corporation should be twenty-five (25), that each officer of the corporation shall be a Director and counted within said number, that the officers of the corporation shall be the Chairman of the Board of Directors, who shall be the past retiring President, a President, three (3) Vice Presidents, one of which shall be elected from each of the states represented, an Executive Vice President, who shall be the paid executive, a Secretary and a Treasurer, which latter two positions may be held by the same person, that the quorum for a meeting of the Board of Directors shall be ten (10), and not less than twenty-five per cent of the Board shall be elected from each of the states, and providing that the A.H.A. Director from each state shall be elected by the Directors from that state, from among the Directors of the state.

(b) Names and addresses of the first Directors of the surviving corporation, after the effective date of this agreement, who shall hold office until their respective successors have been elected, and qualified, are set forth in Exhibit "A", attached hereto and made a part hereof as though fully set forth herein. The names, titles and addresses of the principal officers of the surviving corporation, after the effective date of this agreement, who shall hold office until their respective successors have been elected and qualified, are set forth in Exhibit "B", attached hereto, and made a part hereof as though fully set forth herein.

(c) New membership cards or certificates shall be issued to each member of Idaho and of Utah-Nevada, as of the effective date of this agreement, and all dues paid previously to the date hereof, or billed and unpaid, for the last fiscal year of either of the constituent corporations commencing on or before January 1, 1965, shall be deemed the dues for the period to the effective date hereof, and further dues shall be levied effective with the effective date hereof for the next fiscal year and other fiscal years thereafter.

3. The By-Laws of Utah-Nevada shall be amended to conform with the above noated amendments to the Articles of Incorporation, the dues structure shall be amended to provide a dues rate of sixty cents (60¢) a year per room, and such other particulars as the members may desire.

4. This agreement shall be submitted to the members of each of the constituent corporations as provided by law, shall take effect and shall be deemed, and be taken to be the agreement and act of merger of such corporations, upon the adoption thereof by the members of each of the constituent corporations, in accordance with the requirements of law of the State of Idaho and of the State of Utah, and upon execution, filing and recording of such

documents, and the doing of such acts and things as may be required for accomplishing the merger by the general corporation laws of said states, as such laws have been amended and supplemented, and upon the happening of all such events, the separate existence of Idaho shall cease and it shall be merged into Utah-Nevada, in accordance with the provisions hereof. The surviving corporation expressly assumes the obligation and covenant of Idaho which is represented not to exceed \$500.00, and as more particularly listed as shown on Exhibit "C", which is made a part hereof as if fully set forth herein.

5. Anything herein, or elsewhere to the contrary notwithstanding, this agreement, at any time prior to the filing thereof, may be terminated and abandoned by the Board of Directors of either corporation, if either before or after favorable action thereon by the members of such corporation, such Board shall decide it shall not be in the best interest of such constituent corporation, in such case such Board may direct its officers not to file the agreement and in such event, notice shall forthwith be given to the other corporation, and thereupon this agreement shall become wholly void and of no effect. In the event of such termination, there shall be no liability on the part of the constituent corporations or their Board of Directors or members.

6. On the effective date of this agreement, the surviving corporation shall, without other transfer, succeed to and possess all the rights, privileges, powers and franchises and immunities not limited to or restricted by law, public as well as private in nature, and be subject to all the obligations and duties of each of the constituent corporations and all and singular rights, privileges, powers, franchises and immunities of each of the corporations and of all the property, real, personal or mixed, and personal, and of all the debts due to either of such constituent corporations of whatever accounts, as well as of any membership subscriptions and other things in action belonging to each of said constituent corporations and the same shall vest in the surviving corporation;

and all property, rights, privileges, powers, franchises and every other interest shall be thereafter as effectively the property of the surviving corporation as they were of the several and respective constituent corporations, and the title to any real estate, vested by deed or otherwise, under the laws of the states of Idaho, Utah or Nevada, or any other state of the United States, in either of the constituent corporations, shall not revert, nor in any way be impaired by reason of this merger, provided that any rights of creditors and all liens upon all such property of each constituent corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent corporations shall henceforth attach to the surviving corporation, and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it. The constituent corporations hereby respectively agree that from time to time as may be requested by the surviving corporation, or its successors or assigns, they will execute and delivery such deeds or other instruments, take or cause to be taken such further or other actions as the surviving corporation may deem necessary or desirable in order to vest or perfect in or to confirm of record or otherwise in the surviving corporation, title to and possession of all property rights, privileges, powers and franchises, and otherwise to carry out the purposes of this agreement. The surviving corporation reserves the right, unless specifically agreed to the contrary herein, to alter, amend, change or repeal any provision contained in the agreement of merger, which may be contained in the Articles of Incorporation of a corporation organized under the laws of the State of Utah, in the manner now or hereafter prescribed, which said laws, and all rights conferred upon members therein are granted subject to this reservation, provided nevertheless, there shall be no power to amend the proviso allowing not less than 25% representation on the Board of Directors by the hotel and motel group of any state belonging hereto.

7. Each of the constituent corporations covenant and agree in accordance with the above provisions to carry out all and singular each and every item hereinabove agreed to and not to take any steps prior to the effective date hereof which would invalidate through transfer of property, merger with other corporations or otherwise, the status quo existing upon the consideration herein.

8. As soon as practical after the execution of this agreement, the surviving corporation and Idaho shall respectively file with the Internal Revenue Service such instruments as may be required to continue the exempt status of the surviving corporation, and to give notice of the termination of the existence of Idaho as an exempt corporation.

9. Idaho agrees to turn over to the surviving corporation all of its books and records necessary for the continuation of the Idaho hotel and motel members of the Idaho association as members of the surviving corporation, and accounts and records as may be necessary for the operation of said surviving corporation, including the Idaho members.

10. It is expressly agreed that this writing contains the entire agreement between the parties in relation to the subject matter herein, and there are no other understandings or agreements, verbal or otherwise, in relation hereto existing between the parties, except as expressed herein.

11. The effective date of this agreement shall be the 1st day of October, 1965.

IN WITNESS WHEREOF, Idaho has caused this agreement of merger to be executed by a majority of its Board of Directors and the corporate seal thereto to be affixed this 13 day of September, 1965, in accordance with the laws of the State of Idaho; and Utah-Nevada has caused this agreement of merger

to be executed by the majority of the Directors of such corporation and its corporate seal to be affixed this 13 day of September, 1965, in accordance with the general laws of the State of Utah.

UTAH-NEVADA HOTEL ASSOCIATION

IDAHO HOTEL ASSOCIATION, INC.

L. R. Cope

H. M. Morris

J. H. Thompson

J. Michael Williams

W. C. Curtis

Michael Linder

R. D. Cannon

E. L. Mead

W. S. Tilling

J. K. Probert

Michael H. Bole

Bert MacDonell

Ernest G. Nelson

E. C. Torgue Jr.

Harry Holmes

John J. Pringle

Jess Jennison

IN WITNESS TO the merger agreement of the Utah-Nevada Hotel Association and the Idaho Hotel Association, Inc., each of said constituent corporations have caused this agreement of merger to be executed by its President and Secretary the 13 day of September, 1965, in accordance with the laws of the State of Idaho and of the State of Utah, and by execution hereof each said President certifies more than two-thirds of the entire membership voted, in person or by proxy, for the adoption of the merger agreement.

IDAHO HOTEL ASSOCIATION, INC.

By: Nicholas Bode
President

ATTEST:

T. H. Eberle
Secretary

UTAH-NEVADA HOTEL ASSOCIATION

By: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of September, 1965, before me, a Notary Public in and for said State, personally appeared NICHOLAS BODE, BRENT MacDONALD, ERNEST A. NELSON, E. A. LOGAN, JR., HARRY HOLMES, JOHN J. PENGILLY, and JESS JENNISON, known to be to be the Directors of IDAHO HOTEL ASSOCIATION, which corporation executed this instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Ellen C. Moore
Notary Public in and for the State of
Idaho, Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

T. H. EBERLE, being first duly sworn on oath, deposes and says:

That he is the Executive Secretary of the IDAHO HOTEL ASSOCIATION, that there was an annual meeting of said Idaho Hotel Association held on the 13 day of September, 1965; that thereat more than two-thirds of the entire membership voted, in person or by proxy, for the adoption of the merger agreement herein, and that said agreement is signed by two thirds of the Directors, and by the President, Nicholas Bode.

T. H. Eberle

SUBSCRIBED AND SWORN TO before me this 13 day of September, 1965.

Ellen C. Moore
Notary Public in and for the State of
Idaho, Residing at Boise, Idaho

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 13 day of September, 1965, personally appeared before me,

who, being by me duly sworn, did say that they are the President, Vice President and Secretary, respectively, of UTAH-NEVADA HOTEL ASSOCIATION, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and the said

acknowledged to me that said corporation executed the same.

My Commission expires:
April 23, 1967

Charles Grob
Notary Public, Residing in
Salt Lake City, Utah

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 13 day of September, 1965, personally appeared before me L.C. COPE, HENRY ALOIA, J. RICHARD WILLIAMS, WILLIAM diCRISTINA, MICHAEL LINDECK, ROBERT O. CANNON, C. L. WEST, GEORGE STILLINGS, OREN PROBERT and CLARENCE HORSLEY, signers of the foregoing instrument, who duly acknowledged to me that they executed the same as Directors of UTAH-NEVADA HOTEL ASSOCIATION, a corporation of the State of Utah.


My Commission expires:
April 23, 1967

Charles Grob
Notary Public, Residing in
Salt Lake City, Utah

CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Clarence West, Secretary of the Utah-Nevada Hotel Association, does hereby certify that the foregoing Merger Agreement was authorized, adopted, signed and acknowledged by the Utah-Nevada Hotel Association, by a vote representing more than a majority in the amount of the outstanding members entitled to vote at an annual meeting thereof held on the 13th day of September, 1965, at Lake Tahoe, Nevada, notice of which, stating the time, place and object of such meeting was duly given the members of said Association more than ten (10) days prior to said meeting, and said notice was published for at least thirty (30) days prior thereto in a newspaper of general circulation in the State of Utah, County of Salt Lake, the place where said corporation has its principal place of business.

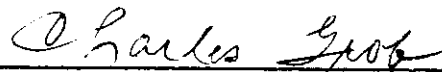


Secretary, Utah-Nevada Hotel Association

STATE OF UTAH)
) ss.
County of Salt Lake

On this 13 day of September, 1965, personally appeared before me CLARENCE WEST, known to me to be the Secretary of the Utah-Nevada Hotel Association, the corporation that executed said instrument, and acknowledged to me that he executed the instrument on behalf 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.



Notary Public for Utah

Residing at: Salt Lake City

CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, T. H. Eberle, Executive Secretary of the Idaho Hotel Association, Inc., does hereby certify that the foregoing Merger Agreement was authorized, adopted, signed and acknowledged by the Idaho Hotel Association, Inc., by a vote representing more than a majority in the amount of the outstanding members entitled to vote at an annual meeting thereof held on the 13th day of September, 1965, at Lake Tahoe, Nevada, notice of which, stating the time, place and object of such meeting was duly given to the members of said Association more than ten (10) days prior to said meeting, and said notice was published for at least thirty (30) days prior thereto in a newspaper of general circulation in the State of Idaho, County of Ada, the place where said corporation has its principal place of business.

T. H. Eberle
Executive Secretary,
Idaho Hotel Association, Inc.

STATE OF IDAHO)
) ss.
County of Ada)

On this 13 day of September, 1965, before me, a Notary Public in and for said State, personally appeared T. H. EBERLE, known to me to be the Executive Secretary of the corporation that executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Ellen C. Moore
Notary Public for Idaho
Residing at: Boise, Idaho

E X H I B I T "A"

List of Directors who shall be the first Board of Directors of the
merged corporation:

<u>Lloyd Cope , Chairman</u>	<u>Conrad Priess</u>
<u>Ed Flynn</u>	<u>"Red" Ellis</u>
<u>Henry Aloia</u>	<u>Harry Holmes</u>
<u>T. E. Murray</u>	<u>Ernie Nelson</u>
<u>Dwight Petty</u>	<u>Nicholas Bode</u>
<u>Harold Roberts</u>	<u>Ernest Logan, Jr</u>
<u>Leon Riley</u>	<u>Everett Jordan</u>
<u>Bill diCristina</u>	<u>T. H. Eberle</u>
<u>Clarence E Horsley</u>	<u>John Pengilly</u>
<u>Dick Chappell</u>	
<u>Robert O Cannon</u>	
<u>George Stillings</u>	
<u>Dick Schofield</u>	

E X H I B I T "B"

The following are the first Officers of the surviving corporation:

President:

Oren Probert

Vice-Presidents:

Dick Williams

Brent MacDonald

Michael Lindeck

Executive Vice-President:

C. L. West

Secretary:

Dowd Leiter

Treasurer:

Dowd Leiter