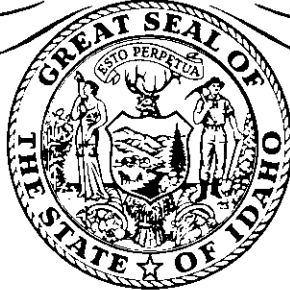


State of Idaho



Department of State.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, and legal custodian of the corporation records of the State of Idaho, do hereby certify that the

PROPERTY MANAGEMENT INC.

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the *2nd* day of *December* 1975 , original articles of amendment, as provided by Sections 30-146 and 30-147, Idaho Code, changing the corporate name to *LE CLUB, INC.*

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City, the Capital of Idaho, this *2nd* day of *December* , A. D., 19 *75*.

Secretary of State

2/2
34

- 2.30

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
PROPERTY MANAGEMENT, INC.

We, the undersigned, FRANK BROWN, President, and STEVE SWANSON, Secretary of PROPERTY MANAGEMENT, INC., do hereby certify in accordance with the provisions of Section 30-147, Idaho Code, that the following is an Amendment to the Articles of Incorporation of PROPERTY MANAGEMENT, INC.

I.

Article I of the Articles of Incorporation of PROPERTY MANAGEMENT, INC. shall be amended to read as follows:

That the name of this corporation shall be
LE CLUB, INC.

IN WITNESS WHEREOF, the foregoing Articles of Amendment to the Articles of Incorporation of PROPERTY MANAGEMENT, INC., in triplicate original, are hereby adopted this 28th day of November, 1975.



President

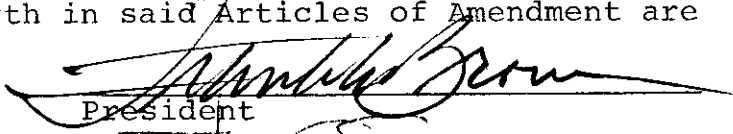


Secretary

STATE OF IDAHO)
) ss.
County of

FRANK BROWN and STEVE SWANSON, being first duly sworn, depose and say:

That they are the President and Secretary, respectively, of PROPERTY MANAGEMENT, INC., an Idaho corporation, and are the persons who executed the above and foregoing Articles of Amendment to the Articles of Incorporation of PROPERTY MANAGEMENT, INC., and that the facts set forth in said Articles of Amendment are true and correct.



President



Secretary

SUBSCRIBED AND SWORN to before me this 28th day of November, 1975.



Notary Public for Idaho
Residing at Boise, Idaho

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 1st day of September, 1975, by and between FRANK E. BROWN, an individual, STEVE C. SWANSON, an individual and NORMAN ZUCKERMAN, an individual,

W I T N E S S E T H:

WHEREAS, Norman Zuckerman currently owns 50% of the currently outstanding stock of that Idaho corporation called "Property Management, Incorporated", which corporation has, for several years prior to the date of the execution of this Agreement, carried on the business in southwestern Idaho of managing various residential and commercial properties; and

WHEREAS, Steve C. Swanson currently owns the remaining 50% of the currently outstanding stock of "Property Management, Incorporated"; and

WHEREAS, Frank E. Brown wishes to purchase from Norman Zuckerman, and Norman Zuckerman wishes to sell to Frank E. Brown, all of the stock of Property Management, Inc. currently owned by him; and

WHEREAS, it is, however, the desire of Norman Zuckerman to continue doing business with respect to the management of commercial and residential properties in southwestern Idaho, either personally or through his designee; and

WHEREAS, it is the desire of Frank E. Brown and Steve C. Swanson to assist Norman Zuckerman in all reasonable aspects in the continuation of the business of property management in southwestern Idaho;

NOW, THEREFORE, in consideration of the mutual covenants, agreement and obligations set forth herein, the parties hereto do COVENANT and AGREE as follows:

1. That on or about the 1st day of September, 1975, Frank E. Brown shall pay over to Norman Zuckerman, by certified check or money order, the sum of \$ 1,500⁰⁰.

2. That simultaneously with the receipt of the monies specified in the preceding paragraph, Norman Zuckerman shall endorse, transfer and assign all right, title and interest which he may have in that certain Idaho corporation presently known as Property Management, Inc. to Frank E. Brown.

3. That, as soon as is practicable after the payment of the monies provided for above, and transfer and assignment of the stock provided for above, Frank E. Brown and Steve C. Swanson will cause Property Management, Inc. to change its corporate name to "Le Club, Inc." and thenceforth cause that corporation to carry on all business under that style and designation.

4. It is specifically acknowledged and agreed that Norman Zuckerman reserves the name "Property Management, Incorporated" and all reasonable acronyms, abbreviations, initials, and all other designations, symbols, emblems, etc. which have heretofore been identified with or used to identify the business and trade of Property Management, Inc. and the use thereof. It is further acknowledged and agreed that the use of such name or names as are reserved in this paragraph may be used either by Norman Zuckerman in his personal capacity, or by his designee in whatever manner and capacity he may wish.

5. It is further acknowledged and understood that Norman Zuckerman shall reserve from the transaction described herein, and shall retain, all right, title and interest in and to those contracts, leases and agreements which Property Management, Inc. may, as of the date of the execution of this Agreement, have

with respect to the management of commercial or residential properties in southwestern Idaho. It is further understood and acknowledged that Frank E. Brown and Steve C. Swanson shall, by the transfer and assignment of stock described above, acquire no right, title or interest in such contracts, leases and agreements. Neither will Frank E. Brown or Steve C. Swanson assume any liability upon such contracts or for the performance thereof.

6. It is hereby acknowledged and agreed that the corporate name, symbols, contracts, etc. reserved hereby shall have an assigned value of \$ 10.00, and Norman Zuckerman has paid over to Frank E. Brown and Steve C. Swanson, by certified check or money order, the sum of \$ 5.00 each, receipt of which is hereby acknowledged.

7. It is understood and acknowledged that Norman Zuckerman makes no warranty of title or as to the nature or quality of any of the assets owned by Property Management, Inc. and not reserved to him herein.

8. This Agreement comprises the total agreement between the parties and supersedes all understandings, whether written or oral, made or entered into prior to the date first written above. No addition or modification to this Agreement may be had unless in writing and signed by both parties signatory hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

FRANK E. BROWN

NORMAN ZUCKERMAN

STEVE C. SWANSON