

State of Idaho



Department of State.

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

IRA H. MASTERS

I, ~~IRVING W. FRISON~~, 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

SUNNY PEAK MINING COMPANY

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **27th** day of **February, 1954**,

original articles of amendment, as provided by Sections 30-146, 30-147, 30-151, Idaho Code, Agreement of Merger between **SUNNY PEAK MINING COMPANY** and **AMBASSADOR MINES CORPORATION**, a Washington corporation, with the former the surviving corporation,

and that the said articles of amendment contain the statement of facts required by law, and are recorded on Film No. **84** 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 **27th** day
of **February**, in the year of our Lord
one thousand nine hundred **fifty-four**,
and of the Independence of the United States of
America the One Hundred **Seventy-eighth**.

Secretary of State.

AGREEMENT

THIS AGREEMENT made this 25 day of October, 1953, between AMBASSADOR MINES CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Washington, party of the first part, hereinafter referred to as "Ambassador", and SUNNY PEAK MINING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Idaho and qualified to hold real estate and transact business in the States of Washington and Montana, party of the second part, hereinafter referred to as "Sunny Peak,"

W I T N E S S E T H :

WHEREAS Ambassador is capitalized for \$200,000, divided into 2,000,000 fully paid and nonassessable shares of the par value of 10¢ per share, of which 1,602,162 shares are issued and outstanding, and

WHEREAS said Ambassador is the owner and holder by assignment of a lease and option to purchase from said Sunny Peak for \$100,000 payable in royalties the following named unpatented lode mining claims belonging to said Sunny Peak, situate in unorganized mining district on Granite Creek, a tributary of the East Fork of Trout Creek, in Sections 3, 4, 9 and 10, Twp. 23 N. R. 32 W. MPM, in Sanders County, State of Montana, as the same have been located, staked, posted and recorded, to wit:

Dema	Lulu No. 3
Dema Extension	Alma
West Wanda	Rena
Wanda Extension	Della
Wanda	Placer Cabin
Josephine	Tunnel Site
Florence	Hazel
Clara	Lulu No. 1
West Delonia	Lulu No. 2
Delonia	Perry
	Roy Junior

lode mining claims, and

WHEREAS said Ambassador also owns the Black Bear and Brown Bear unpatented lode mining claims, which are contiguous to the aforementioned claims, and the following described mining machinery and equipment located upon said property owned and/or controlled by it, to wit:

- 1 Universal Trammaire
- 1 Schramm 210 cu. ft. compressor, serial #311265, portable
- 1 I-R DA 35 auto feed drifter, 1-1/8" chuck, with line oiler #516618
- 1 C.P. compressor 165 cu. ft.
- 1 I-R auto feed drifter, 1-1/8" chuck, Serial #516687
- 1 C.P. jackhammer, 1 acetylene welding outfit, 1 cherry picker
- 1 Gardner-Denver mucking machine
- 6 1 1/2 ton ore cars
- 1 Deering-McCormick gas engine
- 1 3' x 8' air receiver
- 1 M-W light plant
- 1 F-6 grinder bit and motor
- 1 sump pump
- 1 blower fan
- rails, pipe and vent pipe
- 3 gas tanks

and other buildings and mining equipment situate on said property and used in connection therewith; said aforementioned lease and option to purchase, mining claims, and machinery and equipment comprise all of the assets of said Ambassador and are known as and called the Ambassador Mine, which property is developed by numerous tunnels, shafts, open cuts and a main crosscut operating tunnel, with drifts and levels therefrom to the extent of over 3,000 feet, and

WHEREAS Sunny Peak is capitalized for \$600,000, divided into 3,000,000 shares of the par value of 20¢ per share and which said stock is divided into two classes of the same par value with equal voting rights, of which 1,250,000 shares of its said capital stock is nonassessable and is called "Class A Stock-Nonassessable" and of which 1,750,000 shares of its said capital stock is assessable and is called "Class B Stock-Assessable"; that 280,456 shares of Class A Stock-Nonassessable are issued and 969,544 shares are unissued, and that 1,368,300 shares of Class B. Stock-Assessable are issued and 381,700 shares are unissued, and

WHEREAS Sunny Peak owns approximately 320 acres of land situate in Lincoln County, Montana, and the following described mining properties situate near the town of Conconully, in Salmon River, also called Conconully, Mining District, in Okanogan County, State of Washington, to wit;

Mineral Hill Mine comprising thirteen patented lode mining claims held under bond and lease and two unpatented lode mining claims, which said mining claims are being developed by the Columbia and Frankie Boy crosscut tunnels and numerous shafts, open cuts and tunnels.

Gubser Mine, comprising three unpatented lode mining claims and a millsite, which said mining claims are being developed by a main operating tunnel, with drifts and shaft, and open cuts.

Mohawk Mine, comprising six unpatented lode mining claims, which are being developed by three tunnels, shafts and open cuts; together with mining machinery, supplies, compressor, tools, and other mining equipment; and

WHEREAS Ambassador has no indebtedness and Sunny Peak has no indebtedness other than money to become due under option contracts for purchase of mining property; and

WHEREAS Ambassador is desirous of merging into Sunny Peak and the latter is will^{ing} to make such merger with Ambassador under the terms and conditions hereinafter set forth:-

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

1. That said merger of Ambassador into Sunny Peak shall be effected by the relinquishment by Ambassador to Sunny Peak of said lease and option to purchase held by Ambassador on the unpatented mining claims owned by Sunny Peak in Sanders County, Montana, and by the conveyance and transfer by Ambassador to Sunny Peak of said Black Bear and Brown Bear mining claims and said mining machinery and equipment hereinbefore described, in consideration of the issuance

and delivery to Ambassador for distribution to its shareholders of 400,540 shares of Class A. Stock-Nonassessable of Sunny Peak as fully paid of the par value of 20¢ per share.

2. That the value of the property of Ambassador as to be conveyed, relinquished and transferred to Sunny Peak shall be considered to be for the purpose of said merger the equivalent of the par value of said 400,540 shares of Sunny Peak.

3. That this agreement shall be submitted to the shareholders of each of the parties hereto, at a meeting thereof, duly called separately by the board of directors of each corporation, written notice of the time, place and purpose of such meeting to be given by the secretary of each corporation to all shareholders entitled to vote at such meeting, at least ten days prior to the day named for such meeting, and if at such meetings the holders of two-thirds of the voting power of all shareholders of each corporation shall vote for the adoption of this agreement, that fact shall be certified on this agreement itself by the secretary of each corporation and this agreement so adopted and certified shall be signed by the president and secretary of each of the parties hereto and acknowledged by the president of each of the parties hereto. That this agreement so adopted, certified, and acknowledged shall be filed by the parties hereto as provided in RCW Sec. 23.40.030 and IC Sec. 30-152, Subd. 3.

4. Upon adoption of this agreement aforesaid and its certification and acknowledgment by each of the parties hereto, said certificate for 400,540 shares of Class A Stock-Nonassessable of Sunny Peak is to be issued by Sunny Peak as fully paid in the name of Ambassador Mines Corporation and delivered to Ambassador upon delivery by Ambassador to Sunny Peak of the proper conveyances, relinquishment and transfer papers of all of its said properties in the State of Montana, whereupon Ambassador will cancel and return said certificate to Sunny Peak with list of shareholders, containing name, address and number of shares owned by each shareholder of Ambassador and the number of shares of Sunny Peak to which each

shareholder is entitled, and Sunny Peak will then mail such certificate or certificates to such shareholder, expense of United States revenue stamps and costs of mailing to be borne by Ambassador.

5. That upon final consummation of said merger said Ambassador shall be dissolved and any certificate or certificates of stock of Sunny Peak not delivered by United States mail to the shareholders of Ambassador shall be held in trust by Sunny Peak for the use and benefit of such shareholders and for delivery to them upon proper application to Sunny Peak therefor.

IN WITNESS WHEREOF the board of directors of the parties hereto have hereunto set their hands the day and year first above written.

Wale Lanphere
E. M. Spaldston
Hubert C. Wilson
Maudie Ford

Majority of Boards of Directors of
AMBASSADOR MINES CORPORATION.

Party of the First Part.

Charles J. Wilkes ✓
W. Kiepling
C. L. Butler

Board of Directors of SUNNY PEAK
MINING COMPANY.

Party of the Second Part.

CERTIFICATE.

The foregoing Agreement was duly adopted at a special meeting of the shareholders of AMBASSADOR MINES CORPORATION held at Spokane, Washington, on the 25th day of October, 1953, by a vote of the holders of two-thirds of the voting power of all shareholders of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of this corporation this 25th day of October, 1953.

E. J. Fisher
Secretary of AMBASSADOR MINES CORPORATION

CERTIFICATE.

The foregoing Agreement was duly adopted at a special meeting of the shareholders of SUNNY PEAK MINING COMPANY held at Spokane, Washington, on the 25th day of January, 1954, by a vote of the holders of two-thirds of the voting power of all shareholders of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said corporation this 25th day of January, 1954.

W. Keisling
Secretary of SUNNY PEAK MINING COMPANY

The foregoing Agreement having been duly adopted and certified as provided in RCW Sec. 23.40.030 and IC Sec. 30-152, the President and secretary of each of the parties thereto have hereunto caused their corporate names to be signed by their presidents and their corporate seals to be hereunto affixed, attested by their secretaries this 25 day of February, 1954

AMBASSADOR MINES CORPORATION

By DeLo Saphere President

Attest: E. J. Fisher Secretary

SUNNY PEAK MINING COMPANY

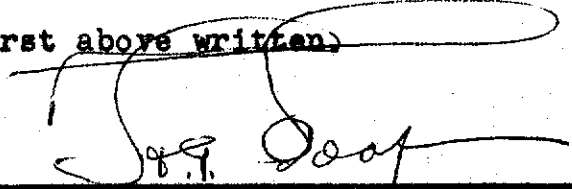
By Charles J. Waller President

Attest: W. K. King Secretary

STATE OF WASHINGTON)
County of Spokane } ss.

On this 25th day of October, 1953, before me personally appeared Paul Laupher to me known to be the President of AMBASSADOR MINES CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.


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


Notary Public in and for the State of Washington, residing at Spokane.

STATE OF WASHINGTON)
County of Spokane } ss

On this 25 day of January, 1954 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Charles J. Weller known to me to be the President of SUNNY PEAK MINING COMPANY, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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


Notary Public in and for the State of Washington, residing at Spokane Wash.