

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)



1. The name of the limited liability company is: LIC Rutherford LLC
2. The date the articles of organization were filed was: March 8, 2001

COMPLETE ONLY THE APPLICABLE ITEMS

3. The name of the limited liability company is amended to read: _____
4. The latest date certain upon which the limited liability company will dissolve is amended to read: _____
5. The management of the limited liability company shall henceforth be vested in
 Manager(s) Members.
6. The information on managers/members shall be amended as follows:

<u>Name:</u>	<u>Address:</u>	<u>Add:</u>	<u>Delete:</u>	<u>Other:</u>
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

- 6A. A new Article 5A to the Articles of Organization of the company is added as set forth on Attachment A.

7. Signature of at least one manager, if any, or at least one member.
CMA CAPITAL MANAGEMENT, INC.

Neal D. Crispin
By: Neal D. Crispin Manager
President Capacity

Capacity

Revised 6/97
gcr/planform4.prt

Secretary of State use only

IDAHO SECRETARY OF STATE

03/27/2001 09:00
CK: 17212 CT: 19577 BH: 387885

1 @ 30.00 = 30.00 ORGAN AMEN # 22
1 @ 20.00 = 20.00 EXPEDITE C # 23

W 14595

FILE/REFLECTIVE

ATTACHMENT A
TO ARTICLES OF AMENDMENT OF ARTICLES OF ORGANIZATION
OF
LIC RUTHERFORD LLC

ARTICLE 5A

SEPARATENESS COVENANTS

A. Separateness/Operations Matters. The Company shall not:

- a. fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of Idaho, or without the prior written consent of all other beneficial owners of Rutherford Trust, an Idaho grantor trust, (Owners) amend, modify, terminate or fail to comply with the provisions of these Articles of Organization;
- b. own any subsidiary (other than Rutherford Holding LLC) or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the Owners;
- c. commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Company and properly accounted for;
- d. allow any person or entity to pay its debts and liabilities (except for a Guarantor (as defined below)) or fail to pay its debts and liabilities solely from its own assets;
- e. fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Company, the affiliates of a partner or member of the Company and any other person or;
- f. enter into any contract or agreement with any partner, member, principal or affiliate of the Company or any Guarantor any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the Company, as the case may be, any Guarantor or any partner, member, principal or affiliate thereof;

- g. fail to correct any known misunderstandings regarding the separate identity of the Company;
- h. hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or creditworthiness for the debts of the Company;
- i. fail to use separate contracts, purchase orders, stationery, invoices and checks;
- j. fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Company or any partner, member, principal or affiliate thereof);
- k. fail to allocate fairly and reasonably among the Company and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
- l. allow any person or entity to pay the salaries of its own employees or managers, if any;
- m. fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- n. share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Company, (ii) any affiliate of a partner, principal, member or affiliate of the Company, or (iii) any other person or entity or allow any person or entity to identify the Company as a department or division of that person or entity; or
- o. conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Company or the creditors of any other person or entity.

As used in this Article 5A, Section A, Guarantors shall mean CMA Capital Management, Inc., LIC Rutherford Idaho Corp. and CMA Rutherford Idaho LLC, pursuant to respective guaranties delivered in favor of Fleet National Bank, dated on or about March 28, 2001.

The provisions contained in this Article 5A, Section A, shall terminate and be of no further effect after August 29, 2001.

B. Effect of Bankruptcy, Death or Incompetency of a Member. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.