

FILED/EFFECTIVE



ARTICLES OF AMENDMENT (General Business)

MAY 23 4 01 PM '01

To the Secretary of State of the State of Idaho
Pursuant to Title 30, Chapter 1, Idaho Code, the undersigned
corporation amends its articles of incorporation as follows:

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the corporation is: LIC Rutherford Corp.

2. The text of each amendment is as follows:

See Attachment A hereto Amended and
Restated (Second) Article X to the
Articles of Incorporation

3. The date of adoption of the amendment(s) was: May, 2001

4. Manner of adoption (check one):

☐ The amendment consists exclusively of matters which do not require shareholder action pursuant to section 30-1-1002, Idaho Code, and was, therefore, adopted by the board of directors.

☒ None of the corporation's shares have been issued and was, therefore, adopted by the
☐ incorporator ☒ board of directors.

☐ The number of shares outstanding and entitled to vote was _____.

The number of shares cast for and against each amendment was:

Amended article Shares for Shares against

Customer Acct #:

(If using pre-paid account)

Secretary of State use only

Dated: May 2001

Signed by Neal N. Crispin

Its President Neal Crispin

(Capacity of signer)

IDAHO SECRETARY OF STATE

05/25/2001 09:00
CK: 60609 CT: 1177 BH: 399219

1 @ 30.00 = 30.00 AMEND PROF # 2

C137318

ATTACHMENT A TO
AMENDED AND RESTATED (SECOND) ARTICLES OF INCORPORATION OF
LIC RUTHERFORD IDAHO CORP., AN IDAHO CORPORATION

ARTICLE X

A. Separateness Covenants. The Corporation shall not:

1. 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 (the "Owners") of the Rutherford Trust, an Idaho common law trust, pursuant to the terms of the Rutherford Trust Agreement and related documents entered into on or about May 24, 2001, by and between the Company or related entities, and Fleet National Bank ("FNB") in connection with the Rutherford Trust transaction (the "Transaction"), amend, modify, terminate or fail to comply with the provisions of these Amended and Restated Articles of Incorporation (the "Articles");
2. own any subsidiary (other than LIC Rutherford LLC) or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the Owners;
3. 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 and properly accounted for;
4. 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;
5. 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 Corporation, the affiliates of a partner or member of the Corporation and any other person;
6. enter into any contract or agreement with any shareholder or Affiliate of the Corporation, or any Guarantor or 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 or Guarantor of the Corporation, as the case may be;
7. fail to correct any known misunderstandings regarding the separate identity of the Corporation;

8. hold itself out to be responsible or pledge its assets or creditworthiness 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 Corporation;

9. fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

10. 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 Corporation is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Corporation or any partner, member, principal or affiliate thereof);

11. fail to allocate fairly and reasonably among the Corporation and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

12. allow any person or entity to pay the salaries of its own employees or managers, if any;

13. 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;

14. 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 Corporation, (ii) any affiliate of a partner, principal, member or Affiliate of the Corporation, or (iii) any other person or entity or allow any person or entity to identify the Corporation as a department or division of that person or entity;

15. conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Corporation or the creditors of any other person or entity;

16. make any loans or advances to any Guarantor, Affiliate or other person or entity; and

17. seek or consent to the dissolution or winding up, in whole or in part, of the Corporation, nor shall the Corporation merge with or be consolidated into any other entity or acquire by purchase or otherwise all or substantially all of the business assets of, or any stock or beneficial ownership of, any entity.

As used in this Article X, Section A, "Guarantors" shall mean CMA Capital Management, Inc., pursuant to a Guaranty delivered in favor of FNB, dated on or about May 24, 2001. For purposes of this Article X, the term "Affiliate" shall mean any person or entity (i) which owns beneficially, directly or indirectly, any outstanding shares of the

Corporation's stock or any interest in the Corporation, or (ii) which controls or is under common control with the Directors, the Corporation, or any guarantor.

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 Corporation and the business of the Corporation 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 Corporation 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.

C. Independent Director. Notwithstanding any other provisions of the Articles, so long as any duties and obligations of the Corporation, whether as guarantor of, party to or as an Affiliate of a guarantor of or party to, the Transaction, remain outstanding and not discharged in full, the Corporation shall have at least one (1) Independent Director. "Independent" shall mean an individual who is not at the time of initial appointment and has not been at any time during the preceding five (5) years: (a) a stockholder, director, officer, employee, partner, attorney, counsel, or any affiliate; (b) a customer, supplier or other person who derives more than 10% of its purchases or revenues from its activities with the Corporation or its affiliates; (c) a person or other entity controlling, controlled by or under common control with any such stockholder, partner, customer, supplier, Member, Manager, or other person, or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier, Member, Manager, or other person. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

An individual that otherwise satisfies the foregoing shall not be disqualified from serving as an Independent Director of the Corporation, if such individual is at the time of initial appointment, or at any time while serving as an Independent Director of the Corporation, an Independent Director or Manager of an Affiliate or other related entities to the Transaction, whose organizational documents contain restrictions on the respective Affiliate or related entity's activities and impose requirements intended to preserve the respective entity, as applicable, and provide, inter alia, that it: (a) is organized for the limited purpose of owning and operating one or more properties; (b) has restrictions on its ability to incur indebtedness, dissolve, liquidate, consolidate, merge and/or sell assets; (c) may not file voluntarily a bankruptcy petition without the consent of the Independent Director, and (d) shall conduct itself in accordance with certain "separateness covenants" substantially similar to those contained in Article X of these Articles of Incorporation, as amended and restated (the "Articles.")

No Independent Director may be removed unless his or her successor has been elected. No Independent Director shall, with regard to any action to be taken under or in connection with this Article X, owe a fiduciary duty or other obligation to shareholders (except as may

specifically be required by the statutory law of any applicable jurisdiction). Instead, such Independent Director's fiduciary duty and other obligations with regard to such action under or in connection with this Article X shall be owed to the Corporation (including its creditors). The directors of the Corporation have consented to and approved this Section C of Article X, believing its provisions to be in the best interest of the Corporation, no further act or deed of any director or shareholder being required to evidence such consent.

D. Amendments. Notwithstanding any other provisions of the Articles or Bylaws, so long as any duties and obligations of the Corporation, whether as guarantor of, party to or as an Affiliate of a guarantor of or party to the Transaction, remain outstanding and not discharged in full, without the unanimous consent of all Directors, the Corporation shall have no authority to amend, modify or alter any provisions set forth in Article X of the Articles.

E. Bankruptcy; Consent of Independent Director. Without the consent of the Independent Director, the Corporation shall not and shall have no authority to file or consent to the filing of any voluntary or involuntary bankruptcy or insolvency petition with respect to the Corporation or otherwise initiate or consent to proceedings to have the Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation, or file a petition seeking or consenting to reorganization or relief of the Corporation as a debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Corporation; or take any corporate action in furtherance of any such action.

F. Termination. Notwithstanding the foregoing or any other provisions in the Bylaws, the provisions contained in Article X shall terminate and be of no further effect on the date that is one (1) month after the date of the termination of the Term Interest in the Rutherford Trust pursuant to the Transaction.