



**Department of State**

**CERTIFICATE OF MERGER OR CONSOLIDATION**

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that  
duplicate originals of Articles of Merger of \_\_\_\_\_

POTLATCH TELEPHONE CO., INC., an Idaho corporation,

into POTLATCH ACQUISITION CORPORATION, an Idaho corporation, changing its  
name to POTLATCH TELEPHONE COMPANY  
duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have  
been received in this office and are found to conform to law.

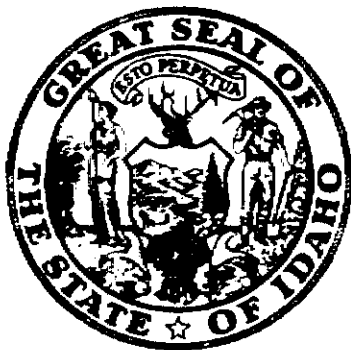
ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of

MERGER

, and attach hereto a duplicate original of the Articles of

Merger

Dated June 14, 1968, 19 \_\_\_\_\_.



*Pete T. Cenarrusa*

SECRETARY OF STATE

*Harry J. Clark*  
Corporation Clerk

ARTICLES OF MERGER OF  
POTLATCH TELEPHONE COMPANY, INC. INTO  
POTLATCH ACQUISITION CORPORATION

SECRETARY

TO THE SECRETARY OF STATE  
STATE OF IDAHO

Pursuant to the provisions of Section 74 of the Idaho Business Corporation Act, the domestic corporations herein named do hereby adopt the following articles of merger:

1. The names of the constituent corporations are Potlatch Telephone Co., Inc. and Potlatch Acquisition Corporation, both of which are corporations for profit organized under the laws of the State of Idaho and are subject to the provisions of the Idaho Business Corporation Act.

2. Attached hereto and made a part hereof as Exhibit A is the Agreement and Plan of Merger (the "Plan of Merger") for merging Potlatch Telephone Co., Inc. with and into Potlatch Acquisition Corporation, as approved by resolutions adopted by the Board of Directors of Potlatch Telephone Co., Inc. on May 31, 1988 and by resolutions of the Board of Directors of Potlatch Acquisition Corporation, on May 13, 1988.

3. Potlatch Telephone Co., Inc. has 800 shares of common stock, of which 500 shares are issued and outstanding. All 500 issued and outstanding shares approved and duly adopted the aforesaid Plan of Merger without a meeting of said shareholders by unanimous written consent signed by them as of May 31, 1988, in accordance with the provisions of Section 145 of the Idaho Business Corporation Act.

4. Potlatch Acquisition Corporation has 10,000 shares of common stock, of which 1,000 shares are issued and outstanding. All 1,000 issued and outstanding shares approved and duly adopted the aforesaid Plan of Merger without a meeting of said shareholders by unanimous written consent signed by them as of May 13, 1988, in accordance with the provisions of Section 145 of the Idaho Business Corporation Act.

5. Potlatch Acquisition Corporation will continue to exist as the surviving corporation under the name Potlatch Telephone Company pursuant to the provisions of the Idaho Business Corporation Act.

6. The Merger herein provided for shall become effective on the date that these articles are filed with the Idaho Secretary of State.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this 14th day of ~~June~~, 1988.

POTLATCH ACQUISITION CORPORATION

POTLATCH TELEPHONE CO., INC.



Charles Ricker  
President



Marilyn J. Eichner  
President



Patricia A. Brown  
Secretary



Albert A. Turner  
Secretary

PAGE TWO OF ARTICLES OF MERGER  
OF POTLATCH TELEPHONE CO., INC.  
INTO POTLATCH ACQUISITION CORPORATION

/642/MFP/84715-517A

VERIFICATION

STATE OF WISCONSIN

COUNTY OF Dane

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SS.:

Jane M. Heisig, a Notary Public, do hereby  
certify that on this 26<sup>th</sup> day of May, 1988,  
personally appeared before me Charles W. Ricker, Jr. and Patricia  
A. Brown, who being by me first duly sworn, declared that they  
are the President and Secretary, respectively, of Potlatch  
Acquisition Corporation, and signed as President and Secretary,  
respectively, and that the statements therein contained are true.

Jane M. Heisig  
Notary Public

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VERIFICATION

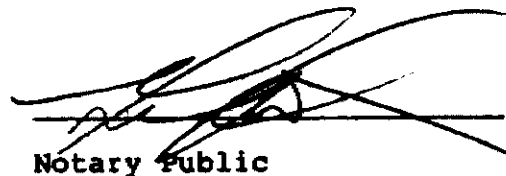
STATE OF IDAHO

COUNTY OF LATAH

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SS.:

GLON G. LITZMAN, a Notary Public, do hereby  
certify that on this 10<sup>th</sup> day of JUNE, 1988,  
personally appeared before me Marilyn J. Eichner and Alberta  
Turner, who being by me first duly sworn, declared that they are  
the President and Secretary, respectively, of Potlatch Telephone  
Co., Inc., and signed as President and Secretary, respectively,  
and that the statements therein contained are true.



Notary Public

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# EXHIBIT A

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER made as of the 31st day of May, 1988, by and between POTLATCH ACQUISITION CORPORATION, an Idaho corporation ("Subsidiary"), and POTLATCH TELEPHONE CO., INC., a Idaho corporation ("Potlatch") (the two parties being sometimes collectively referred to as the "Constituent Corporation's; WITNESSETH:

WHEREAS, Subsidiary's authorized capital stock consists of 10,000 shares of Common Stock, par value \$1.00 per share, 1,000 of which immediately prior to the Effective Date, as defined in Section 1.7 hereof, will be issued and outstanding and held by TELEPHONE AND DATA SYSTEMS, INC., an Iowa corporation ("TDS"); and

WHEREAS, Potlatch's authorized capital stock consists of 800 shares of common stock, par value \$100.00 per share, of which 500 shares are issued and outstanding; and

WHEREAS, the Board of Directors and shareholders of Potlatch and Subsidiary have adopted resolutions declaring advisable the proposed merger (the "Merger") of Potlatch with and into Subsidiary upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Constituent Corporations agree to effect the merger provided for in this Agreement and Plan of Merger (the "Merger Agreement") on the terms and conditions set forth herein.

## **SECTION 1. GENERAL**

1.1 The Merger. On the Effective Date, Potlatch shall be merged into Subsidiary, which shall be the surviving corporation and whose name shall become Potlatch Telephone Company.

1.2 Capitalization. The number of authorized shares of the capital stock of the surviving corporation shall be 10,000 shares of common stock, par value \$1.00 per share.

1.3 Certificate of Incorporation and Bylaws. On the Effective Date, the Certificate of Incorporation and the Bylaws of Subsidiary shall be and remain the Certificate of Incorporation and the Bylaws of the surviving corporation until altered, amended or repealed.

1.4 Directors and Officers. The directors and officers of Subsidiary in office on the Effective Date of the Merger shall be and constitute the directors and officers of the surviving corporation.

1.5 Property and Liabilities of Constituent Corporations. On the Effective Date, the separate existence of Potlatch shall cease and Potlatch shall be merged into the surviving corporation. The surviving corporation shall, from and after the Effective Date, possess all the rights, privileges, powers and franchises of whatsoever nature and description, as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of and debts due to either of the Constituent Corpor-

ations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually 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 in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if the merger had not taken place, or the surviving corporation may be substituted in such action or proceeding.

1.6 Further Assurances. Potlatch agrees that at any time, or from time to time, as and when requested by the surviving corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the surviving corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be



taken such further or other action as the surviving corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the surviving corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Section 1 and otherwise to carry out the intent and purposes hereof.

1.7 Effective Date. This Merger Agreement shall become effective at the close of business on the day (the "Effective Date") on which the filing of an executed counterpart hereof and/or appropriate articles of merger with the office of the Secretary of State of Idaho is completed.

## SECTION 2. CAPITAL STOCK OF THE SURVIVING CORPORATION

2.1 Stock of Subsidiary. Each share of capital stock of Subsidiary issued and outstanding immediately prior to the Effective Date shall thereupon be converted into and become one share of common stock of the surviving corporation. Each share of such common stock issued pursuant to this section shall be fully paid and nonassessable.

2.2 Stock of Potlatch. Each share of common stock of Potlatch issued and outstanding immediately prior to the Effective Date (excluding shares held by Potlatch as treasury stock, which shares, if any, shall be cancelled and extinguished on the Effective Date) shall upon the Effective Date, by virtue of the Merger

and without any action on the part of the holder thereof, be exchanged for and converted into 6,000 fully paid and nonassessable Series CC Preferred Shares of TDS, stated value \$100.00 per share ("Series CC Preferred Shares"). The common stock of Potlatch so exchanged and converted is herein sometimes referred to as "Converted Potlatch Stock."

**2.3 Exchange of Stock Certificates.** As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of Converted Potlatch Stock shall surrender the same to an agent or agents designated by the surviving corporation, and shall thereupon be entitled to receive in exchange therefor certificates representing the number of Series CC Preferred Shares into which the shares of Converted Potlatch Stock represented by the certificate or certificates so surrendered shall have been exchanged and converted pursuant to Section 2.2. Dividends payable after the Effective Date to holders of record in respect of Series CC Preferred Shares into which certificates for shares of Converted Potlatch Stock shall be exchangeable shall not be paid to holders of such certificates until such certificates are surrendered for exchange as aforesaid.

**2.4 Fractional Shares.** No fractional Series CC Preferred Shares and no scrip or certificates therefor will be issued in connection with the Merger.

**SECTION 3. MISCELLANEOUS**

**3.1 Counterparts.** This Merger Agreement may be executed in any number of counterparts or may be, where the same are not required, certified or otherwise delivered without the testimony clause and signature; each such counterpart hereof shall constitute but one Merger Agreement.

**3.2 Acquisition Agreement.** The obligations of Potlatch and Subsidiary to effect the Merger shall be subject to all of the terms and conditions of the agreement for the acquisition of Potlatch by TDS dated the date hereof by and among TDS, Subsidiary and Potlatch.

IN WITNESS WHEREOF, the Constituent Corporations have executed this Agreement and Plan of Merger as of the 31st day of May, 1988.

POTLATCH ACQUISITION CORPORATION

BY:

Charles W. Richer

POTLATCH TELEPHONE CO., INC.

BY:

Marilyn J. Lichner

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