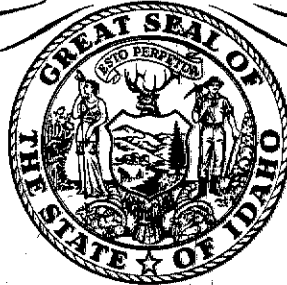


# State of Idaho



## Department of State.

### CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

I, ARNOLD WILLIAMS, 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

**MASCOT MINES, INC.**

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the **18th** day of **October** 1960, original articles of amendment, as provided by Section **30-146, 30-147 and 30-151, Idaho Code, Agreement of Marger by and between PINE CREEK LEAD-ZINC MINING COMPANY and MASCOT MINES, INC., with the latter the surviving corporation.**

and that the said articles of amendment contain the statement of facts required by law, and are recorded on Film No. **112** 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 **18th** day of **October**, A. D., 19**60**.

Secretary of State

AGREEMENT

THIS AGREEMENT, entered into this 6 day of June, 1960, between MASCOT MINES, INC., an Idaho corporation, hereinafter referred to as "Mascot", and PINE CREEK LEAD-ZINC MINING COMPANY, an Idaho corporation, hereinafter referred to as "Pine Creek Lead-Zinc", WITNESSETH:

WHEREAS, Mascot is capitalized for Six Hundred Twelve Thousand Five Hundred Dollars (\$612,500.00) divided into three million five hundred thousand (3,500,000) shares of non-assessable common stock of the par value of seventeen and one-half cents ( $17\frac{1}{2}$ ) per share and has issued and outstanding two million one hundred seventeen thousand five hundred twenty six (2,117,526) shares of such stock, and Pine Creek Lead-Zinc is capitalized for Two Hundred Thousand Dollars (\$200,000.00) divided into one hundred thousand (100,000) shares of preferred stock of the par value of One Dollar (\$1.00) per share and has issued and outstanding thirty thousand (30,000) shares of such preferred stock, entirely owned by Mascot, and one million (1,000,000) shares of non-assessable common stock of the par value of ten cents (10¢) per share and has issued and outstanding five hundred seventy-six thousand twenty-one (576,021) shares of such common stock, of which outstanding common stock Mascot owns three hundred fourteen thousand four hundred forty six (314,446) shares, or fifty-five (55) per cent; and

WHEREAS, the respective Boards of Directors of said corporations are of the opinion that it would be for the benefit and to the advantage of each of said corporations and the stockholders thereof to merge Pine Creek Lead-Zinc into Mascot under and pursuant to the provisions of Sections 30-151 to 30-156, inclusive, Idaho Code.

NOW, THEREFORE in consideration of the premises and in consideration of the mutual covenants, and agreements hereinafter set out and by each of the parties hereto to be faithfully kept and performed, IT IS HEREBY MUTUALLY AGREED that Pine Creek Lead-Zinc shall be, and it hereby is merged into Mascot under and pursuant to the provisions of Section 30-151 to 30-156, inclusive, Idaho Code.

IT IS HEREBY FURTHER MUTUALLY AGREED that Pine Creek Lead-Zinc shall be so merged into Mascot in the manner and upon the terms and conditions following, to-wit:

1. There shall be issued to each and every minority stockholder of Pine Creek Lead-Zinc one share of Mascot for every one share of Pine Creek Lead-Zinc owned by each and every such stockholder of Pine Creek Lead-Zinc.

2. Upon the consummation of this agreement and the completion of the merger of Pine Creek Lead-Zinc into Mascot, as hereinafter provided, Mascot shall cause to be issued and delivered to a responsible custodian, trustee or responsible custodians or trustees, one certificate for two hundred sixty-one thousand five hundred seventy-five (261,575) shares of the capital stock of Mascot, that is to say, the number of shares which shall be required for issuance or transfer to Pine Creek Lead-Zinc's minority stockholders at the rate of one share of Mascot for every one share of Pine Creek Lead-Zinc. Each and every such stockholder in Pine Creek Lead-Zinc shall be directed to deliver to such custodians or trustees for cancellation such stockholder's certificate or certificates of Pine Creek Lead-Zinc stock duly endorsed, with such endorsements satisfactorily guaranteed, and as such certificates are so delivered to said custodians or trustees, said custodians or trustees shall cause to be transferred and delivered to each such Pine Creek Lead-Zinc stockholder, whose Pine Creek Lead-Zinc certificates shall have been so delivered to said custodian or trustees, out of the stock represented by the aforesaid certificate the number of shares of Mascot which each of such Pine Creek Lead-Zinc stockholders shall be entitled to receive at the aforesaid rate of one share of Mascot for every one share of Pine Creek Lead-Zinc.

3. Upon the consummation of this agreement and the completion and effectuation of the merger of Pine Creek Lead-Zinc into Mascot said two corporations shall become and thereafter be one corporation to-wit, Mascot Mines, Inc., and the separate corporate existence of Pine Creek Lead-Zinc shall cease and Mascot Mines, Inc. shall possess all the rights, privileges, franchises and powers theretofore possessed by Pine Creek Lead-Zinc and

Mascot, or either of them, and the title to and ownership of all property, real, personal and mixed, of each of said corporations, and all debts due or owing on whatsoever account to Pine Creek Lead-Zinc, and/or to Mascot, including subscriptions for shares and other choses in action belonging to either of said corporations shall be taken and be deemed to be transferred to and vested in Mascot, without further act or deed, and Mascot shall be responsible for all of the liabilities and obligations of Pine Creek Lead-Zinc, including the obligation to perform any and all contracts or agreements heretofore entered into by Pine Creek Lead-Zinc with any other corporation or corporations, in the same manner and to the same extent as if Mascot itself had incurred such liabilities or obligations, and the liabilities of Pine Creek Lead-Zinc and Mascot or of their respective shareholders, directors or officers shall not be affected, nor shall the rights of the creditors of Pine Creek Lead-Zinc or those of Mascot or of any persons who shall theretofore have had dealings with Pine Creek Lead-Zinc and/or Mascot be impaired by such merger and any claim then existing or action or proceeding then pending by or against Pine Creek Lead-Zinc and/or Mascot may be prosecuted to judgment as if such merger had not taken place, or Mascot may be proceeded against or substituted in the place of Pine Creek Lead-Zinc in such action or proceeding; and all property, rights, privileges, powers and franchises, and all and every other interest of Pine Creek Lead-Zinc shall be thereafter as effectually the property of Mascot as they were the property of Pine Creek Lead-Zinc and the title to any real estate vested by deed or otherwise in Pine Creek Lead-Zinc shall not revert or be in any way impaired by the merger of Pine Creek Lead-Zinc into Mascot; PROVIDED, however, that all rights of creditors and all liens, if any, upon any property theretofore owned by Pine Creek Lead-Zinc shall be preserved and unimpaired, and all debts, liabilities and duties of Pine Creek Lead-Zinc shall thenceforth attach to Mascot and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by Mascot.

4. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that pending final consummation of this agreement Pine Creek Lead-Zinc shall not make any

distribution of funds to its shareholders by way of dividends or otherwise, and shall not pledge or subject to lien or encumbrance any of its properties or property rights and shall not sell or otherwise dispose of or transfer any of its assets except in its ordinary and usual course of business and shall not incur or become liable for any obligations or liabilities except such as may necessarily be incurred in the ordinary and usual course of its business and shall not make any unusual or extraordinary expenditure except for work which may necessarily be performed, or for materials, equipment and supplies which may necessarily be purchased, in compliance with contracts or agreements which Pine Creek Lead-Zinc may heretofore have entered into with other parties or for the proper maintenance of its mining properties.

5. Any and all expenses which may be incurred under or in connection with this agreement shall be assumed and paid by Mascot.

6. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that upon the consummation of this agreement and the effectuation of the merger of Pine Creek Lead-Zinc into Mascot, Mascot shall be governed by the laws of the State of Idaho.

7. This agreement shall be executed initially by Pine Creek Lead-Zinc's and Mascot's respective Boards of Directors upon the same being approved by a vote of a majority of each of said Boards of Directors and thereupon this agreement shall be submitted for consideration by the stockholders of Pine Creek Lead-Zinc at a meeting of such stockholders to be duly called in the manner provided by Section 30-133, Idaho Code, and for consideration by the stockholders of Mascot at a meeting of such stockholders to be duly called in the manner provided by said Section 30-133, Idaho Code; and at each of said meetings which shall be called and held separately, this agreement shall be considered and a vote by ballot, in person or by proxy, shall be taken for the adoption or rejection of the same, each share entitling the holder thereof to one vote; and if the votes of the stockholders of each of said corporations representing two-thirds ( $\frac{2}{3}$ ) of the total number of shares of its capital stock shall be for the adoption of this agreement, then that fact shall be certified on this agreement by the Secretary of each of said corporations,

under the seal thereof; and this agreement, so adopted and certified shall be signed in duplicate by the President and Secretary of each of said corporations under the respective corporate seals thereof and acknowledged by the President of each of said corporations, before a duly appointed and qualified Notary Public of and for the State of Idaho, to be the respective act, deed and agreement of each of said corporations; and a duplicate original of this agreement, so adopted, certified and acknowledged, shall be filed and recorded in the office of the Secretary of State of the State of Idaho, and a copy thereof, certified by said Secretary of State, shall be filed for record in the offices of the county recorders of all counties in the State of Idaho in which either of said corporations has its registered office and/or in which either of said corporations has land, the title to which will be transferred as a result of said merger.

8. Notwithstanding any of the foregoing provisions of this agreement, IT IS EXPRESSLY UNDERSTOOD AND AGREED that this agreement shall not become effective for any purpose unless at the aforesaid meeting of the stockholders of Pine Creek Lead-Zinc this agreement shall be approved and adopted by a vote of at least fifty per cent (50%) of all of the issued and outstanding capital stock of Pine Creek Lead-Zinc, which shall be represented by stockholders present in person or by proxy at said meeting, over and above and exclusive of all Pine Creek Lead-Zinc stock owned by Mascot; or, in other words, if at said meeting of Pine Creek Lead-Zinc stockholders this agreement shall be approved and adopted by a vote of stockholders owning two-thirds or more than two-thirds of the issued and outstanding capital stock of Pine Creek Lead-Zinc, this agreement shall nevertheless not become effective unless the stock which shall have been voted at said meeting in favor of the approval and adoption of this agreement shall have included at least fifty per cent (50%) of Pine Creek Lead-Zinc stock owned by stockholders other than Mascot who shall be represented at said meeting either by proxy or by stockholders present in person.

9. And notwithstanding any of the foregoing provisions of this agreement it is EXPRESSLY UNDERSTOOD AND AGREED that this agreement shall not become effective for any purpose unless at the aforesaid meeting of the stockholders of Mascot this agreement shall be approved and adopted by a vote of at least fifty per cent (50%) of all of the issued and outstanding capital stock of Mascot, which shall be represented by stockholders present in person or by proxy at said meeting, over and above and exclusive of all Mascot stock owned by Denver Development Company or, in other words, if at said meeting of Mascot stockholders this agreement shall be approved and adopted by a vote of stockholders owning two-thirds or more than two-thirds of the issued and outstanding capital stock of Mascot, this agreement shall nevertheless not become effective unless the stock which shall have been voted at said meeting in favor of the approval and adoption of this agreement shall have included at least fifty per cent (50%) of Mascot stock owned by stockholders other than Denver Development Company who shall be represented at said meeting either by proxy or by stockholders present in person.

10. And notwithstanding any of the foregoing provisions of this agreement it is EXPRESSLY UNDERSTOOD AND AGREED that this agreement shall not become effective for any purpose in event the aggregate market value of dissenting shares of both companies as of a date twenty days after the merger shall have been authorized exceeds \$ 100,000.00.

IN WITNESS WHEREOF, This agreement has been executed on behalf of Pine Creek Lead-Zinc by each and all of the members of the Board of Directors of Pine Creek Lead-Zinc, and pursuant to a resolution adopted by unanimous vote of the members of said Board of Directors at a duly called special meeting of said Board; and this agreement has been executed on behalf of Mascot by each and all of the members of the Board of Directors of Mascot, and pursuant to a resolution adopted by unanimous vote of the members of said Board of Directors at a duly called special meeting of said Board, the day and year herein first above written.

Attest:

W. H. Magnuson  
Secretary

M. C. Brown  
W. H. Magnuson  
Ben Smith  
W. J. Jacob  
Charles E. Torgut

Member of the Board of Directors  
MASCOT MINES, INC.

Charles E. Torgut  
Spencer Koryson  
W. H. Magnuson

W. H. Magnuson  
M. C. Brown  
W. J. Jacob  
Ronald E. Egart

Member of the Board of Directors  
PINE CREEK LEAD-ZINC MINING COMPANY

Attest:

Ronald E. Egart  
Secretary



State of Idaho

County of Shoshone

The undersigned Secretary of Pine Creek Lead-Zinc Mining Company, one of the corporations described in and a party to the foregoing agreement of merger, hereby certifies that the agreement was submitted to the stockholders of the corporation at a meeting thereof, called separately from a meeting of the stockholders of the Pine Creek Lead-Zinc Mining Company Corporation for the purpose of taking the agreement into consideration and duly held on July 20, 1960; that of the time, place and object of the meeting due notice was given by and mailed to the last known post office address of each stockholder of such corporation at least 30 days prior to the date of such meeting; that at the said meeting it appeared that a majority of the minority stockholders was not present, the meeting was adjourned until the 10th day of August, 1960 at which time upon reconvening the meeting it appeared that over 50% of minority stock were present and the foregoing agreement was submitted for approval; the agreement was considered and a vote by ballot, in person or by proxy, was duly taken for the adoption or rejection of the same, each share having one vote, and that the votes of stockholders of such corporation representing 148,726 shares of stock out of a total of 261,575 shares issued and outstanding of the minority stockholders, being more than 56% of the total number of shares of its capital stock of the minority stockholders. Thereupon the majority also voted in favor of the adoption of said agreement, which total vote represented 463,172 shares out of total of 576,021 or 80% of the total shares were for the adoption of the agreement.

IN WITNESS WHEREOF, etc.

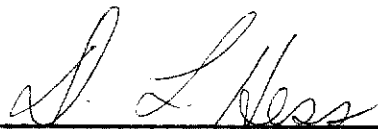
PINE CREEK LEAD-ZINC MINING COMPANY

By Ronald E. Egart  
Secretary

STATE OF IDAHO       )  
                          : ss.  
County of Shoshone )

On this 21 day of September, 1960, before me, the under-  
signed, a Notary Public in and for the State of Idaho, personally appeared  
Ronald E. Eggart, known to me to be the Secretary of Pine Creek Lead-Zinc  
Mining Company, the corporation that executed the within instrument and  
acknowledged to me that such corporation executed the same.

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

  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at ~~Kellogg~~, Idaho  
WALLACE

The foregoing agreement of merger having been executed by a majority of the directors of each of the parties thereto, and having been duly adopted by the stockholders of each of the parties thereto in accordance with the provisions of Sections 30-152 et seq. Idaho Code, and that fact having been certified on the agreement of merger by the secretary or assistant secretary of each of the parties hereto, the president or vice-president and secretary or an assistant secretary of each of the parties do now hereby execute the agreement of merger under the corporate seals of their respective corporations by authority of the directors and stockholders thereof as the act, deed and agreement of each of said corporations, this 21 day of September, 1960.

PINE CREEK LEAD-ZINC MINING COMPANY

By Dunham Bell  
President

ATTEST:

Ronald E. Eggart  
Secretary

STATE OF IDAHO       )  
                              : ss.  
County of Shoshone )

On this 21 day of September, 1960, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Dunham Bell and Ronald E. Eggart, known to me to be the president and secretary, respectively, of Pine Creek Lead-Zinc Mining Company, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

A. L. Hess  
Notary Public for the State of Idaho  
Residing at Kellogg, Idaho  
WALLACE

State of Idaho

County of Shoshone

The undersigned Secretary of Mascot Mines, Inc., one of the corporations described in and a party to the foregoing agreement of merger, hereby certifies that the agreement was submitted to the stockholders of the corporation at a meeting thereof, called separately from a meeting of the stockholders of the Mascot Mines, Inc. Corporation for the purpose of taking the agreement into consideration and duly held on July 20, 1960; that of the time, place and object of the meeting due notice was given by and mailed to the last known post office address of each stockholder of such corporation at least 30 days prior to the date of such meeting; that at the said meeting the agreement was considered and a vote by ballot, in person or by proxy, was duly taken for the adoption or rejection of the same, each share having one vote, and that the votes of stockholders of such corporation representing 1,748,539 shares of stock out of a total of 2,117,526 shares issued and outstanding being more than 82% of the total number of shares of its capital stock. Thereupon the majority also voted in favor of the adoption of said agreement.

IN WITNESS WHEREOF, ~~etc.~~ the corporation has caused its corporate seal to be hereto affixed.

MASCOT MINES, INC.

BY Harold J. Gault  
Secretary

STATE OF WASHINGTON )  
                              : ss.  
County of Spokane     )

On this 11<sup>th</sup> day of ~~September~~ <sup>Oct</sup>, 1960, before me, the under-  
signed, a Notary Public in and for the State of Washington, personally appeared  
Harold Reugh, known to me to be the Secretary of Mascot Mines, Inc., the  
corporation that executed the within instrument and acknowledged to me that such  
corporation executed the same.

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

Glennys Burquist  
Notary Public for the State of Washington  
Residing at Spokane, Washington

The foregoing agreement of merger having been executed by a majority of the directors of each of the parties thereto, and having been duly adopted by the stockholders of each of the parties thereto in accordance with the provisions of Sections 30-152 et seq. Idaho Code, and that fact having been certified on the agreement of merger by the secretary or assistant secretary of each of the parties hereto, the president or vice-president and secretary or an assistant secretary of each of the parties do now hereby execute the agreement of merger under the corporate seals of their respective corporations by authority of the directors and stockholders thereof as the act, deed and agreement of each of said corporations, this 11 day of October, 1960.

MASCOT MINES, INC.

By

Ben Smick  
President

ATTEST:

Harold Reugh  
Secretary

STATE OF WASHINGTON )  
                          : ss.  
County of Spokane )

On this 11th day of October, 1960, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Ben Smick and Harold Reugh, known to me to be the president and secretary, respectively, of Mascot Mines, Inc., the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

Glenys Burquist  
Notary Public for the State of Washington  
Residing at Spokane, Washington