

State of Idaho

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 _____

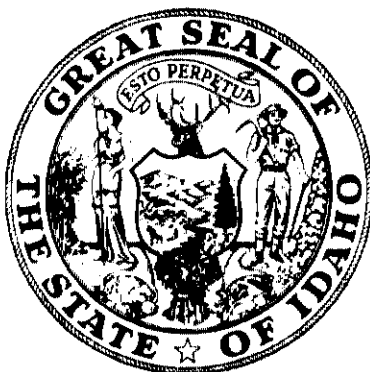
NEED LOGGING CO.

into EVERGREEN FOREST PRODUCTS, INC.

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 July 31, 19 81



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

ARTICLES OF MERGER
OF DOMESTIC AND FOREIGN CORPORATIONS
INTO
EVERGREEN FOREST PRODUCTS, INC.

RECEIVED
JUN 20 1934
SECRETARY OF
STATE

The undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
WEBB LOGGING CO.	Washington
EVERGREEN FOREST PRODUCTS, INC.	Idaho

SECOND: The laws of the state under which such foreign corporation is organized permit such merger.

THIRD: The name of the surviving corporation is EVERGREEN FOREST PRODUCTS, INC., and it is to be governed by the laws of the State of Idaho.

FOURTH: The following Plan of Merger was approved by the shareholders of the undersigned domestic corporation in the manner prescribed by the laws of the State of Idaho and was approved by the undersigned foreign corporation in the manner prescribed by the laws of the state under which it is organized:

See Annex 1

FIFTH: As to each of the undersigned corporations, the number of shares outstanding was 4,000 shares of EVERGREEN FOREST PRODUCTS, INC., and 350,000 shares of WEBB LOGGING CO. There were no authorized or issued and outstanding shares entitled to vote thereon as a class of either corporation.

	<u>FOR</u>	<u>AGAINST</u>
EVERGREEN FOREST PRODUCTS, INC.	4,000	-0-
WEBB LOGGING CO.	350,000	-0-

DATED this 20 day of July, 19 81.

By: Edward J. Hirsch
Its President

And: Edith Hirsch
Its Secretary

By: *Robert H. Schickel*
Its President

And: *R. M. Withood*
Its Secretary

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 20th day of July, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. J. Nixson and R. M. Nixson to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the 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 they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Michael D. Lawrence
NOTARY PUBLIC in and for the
State of Washington, residing
at White Swan.

STATE OF IDAHO]
] ss.
County of Adams]

On this 20 day of July, 1981, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared R.T. Hitchcock and R.M. Hitchcock, to me known to be the President and Secretary, respectively of the corporation that executed the foregoing instrument, and acknowledged the 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 they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Lynda L. Swift
NOTARY PUBLIC in and for the
State of Idaho residing
at New Meadows, Idaho

PLAN OF MERGER
OF
WEBB LOGGING CO.
(a Washington corporation)

With and Into
EVERGREEN FOREST PRODUCTS, INC.
(an Idaho corporation)

1. GENERAL

1.01 EVERGREEN FOREST PRODUCTS, INC., an Idaho corporation (hereinafter sometimes called "EVERGREEN") and WEBB LOGGING CO., a Washington corporation (hereinafter sometimes called "WEBB"), (the two corporate parties to the merger being hereinafter sometimes collectively referred to as the "Constituent Corporation") shall effect a merger subject to the terms and conditions of this Plan of Merger (hereinafter sometimes called the "Plan of Merger").

1.02 Upon the Effective Date, as defined in Section 1.08 hereof, WEBB shall be merged into EVERGREEN (herein referred to as the "Merger"), which latter company shall be, and is hereinafter referred to as the Surviving Corporation, the name of which shall upon the merger remain as EVERGREEN FOREST INDUSTRIES, INC.

1.03 At the Effective Date, the Articles of Incorporation of EVERGREEN, as in effect immediately prior to the Effective Date, shall be and remain the Articles of Incorporation of the Surviving Corporation.

1.04 At the Effective Date, the By-Laws of EVERGREEN shall be and remain the By-Laws of the Surviving Corporation, until altered, amended or repealed.

1.05 The officers and Directors of EVERGREEN on the Effective Date shall be the officers and Directors of the Surviving Corporation and shall hold office until their successors shall have been elected and qualified or until their resignation or removal, either according to law or the By-Laws of the Surviving Corporation.

1.06 Upon the Effective Date, the separate existence of WEBB shall cease and WEBB shall be merged into the Surviving Corporation with the effect specified by the Idaho Business Corporation Law.

1.07 WEBB shall at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors

and assigns, 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 shall 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 or 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.

1.08 Subject to the terms and conditions herein provided, this Plan of Merger, in compliance with the applicable provisions of the laws of the State of Idaho, shall be duly executed by the appropriate officers of WEBB and EVERGREEN and shall be filed with the Secretary of State of the State of Idaho. Immediately upon the completion of such filing, which shall be done on July 31, 1981, the Merger of WEBB into EVERGREEN shall become effective, the "Effective Date."

1.09 Simultaneous with the filing of this Plan of Merger with the State of Idaho, EVERGREEN shall file with the Secretary of State of the State of Washington an application for a Certificate of Authority to qualify as a foreign corporation, in compliance with the applicable provisions of the State of Washington.

1.10 Simultaneous with the filing of this Plan of Merger with the State of Idaho, Articles of Merger, in compliance with the applicable provisions of the laws of the State of Washington, shall be duly executed by the appropriate officers of WEBB and EVERGREEN, which Articles of Merger shall have annexed to it this Plan of Merger, and which shall be filed with the Secretary of State of the State of Washington.

2. CAPITAL STOCK OF THE SURVIVING CORPORATION

2.01 The manner of converting the shares of each of the Constituent Corporations into shares of the Surviving Corporation and the amount of securities of EVERGREEN which is to be paid and delivered to shareholders of WEBB in exchange for or upon surrender of their outstanding Common Stock of WEBB shall be hereinafter set forth in this Section 2.

2.02 Each outstanding share of Common Stock, par value \$100 per share, of EVERGREEN issued and outstanding immediately prior to the Effective Date shall remain unaffected by the Merger.

STATE OF WASHINGTON]
County of Spokane] ss.

On this 20th day of June, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. J. Hildreth and R. M. Hildreth to me known to be the officers of WEBB LOGGING CO., that executed the foregoing instrument, and acknowledged the 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 they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the
day and year first above written.

Michael D. Lawrence
NOTARY PUBLIC in and for the
State of Washington, residing
at 3300 Swan.

STATE OF IDAHO)
) ss.
County of Adams)

On this 20 day of July, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RT Hitchcock and AM Hitchcock, to me known to be the officers of EVERGREEN FOREST PRODUCTS, INC., that executed the foregoing instrument, and acknowledged the 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 they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the
day and year first above written.

James E. Smith
NOTARY PUBLIC in and for the
State of Idaho, residing at
New Meadows, Idaho.

2.03 Each share of Common Stock of WEBB issued and outstanding immediately prior to the Effective Date, and all rights in respect thereof 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 and become fully paid and non-assessable shares of Common Stock of EVERGREEN on the following basis:


Each WEBB common share issued and outstanding on the Effective Date of the Merger shall automatically be converted into and become EVERGREEN common shares in the same proportion of ownership in EVERGREEN as held in WEBB prior to the Effective Date, as follows:

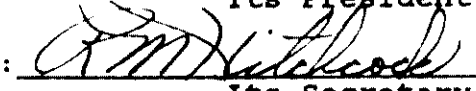
<u>NAME OF SHAREHOLDER</u>	<u>PERCENT OF OWNERSHIP</u>	<u>NUMBER OF SHARES</u>
ROBERT T. HITCHCOCK	90%	3600
M.G. HITCHCOCK	5%	200
R.M. HITCHCOCK	5%	200

2.04 After the Effective Date of the Merger, each holder of a certificate representing shares of WEBB Common Stock shall surrender the same to an exchange agent ("EXCHANGE AGENT") designated by EVERGREEN, and shall receive in exchange therefor an increase in value of each shareholder's existing certificates of EVERGREEN, in lieu of receiving additional share certificates, and in the proportions of ownership as set forth in Section 2.03 herein.

Upon the Merger becoming effective, the holder of shares of WEBB Common Stock shall cease to have any rights in respect thereof, except such rights, if any, as they may have as dissenting shareholders pursuant to TITLE 23A.24.040 of the Revised Code of Washington.

WEBB LOGGING CO.

By: 
Its President

And: 
Its Secretary

EVERGREEN FOREST PRODUCTS, INC.

By: 
Its President

And: 
Its Secretary