

State of Idaho

Department of State

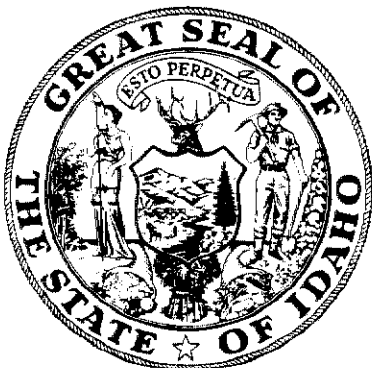
CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that
duplicate originals of Articles of Merger of
B. E. R. LOGGING, INC.

into ST. MARIES LOGGING, 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 20, 19 84.



Pete T. Cenarrusa

SECRETARY OF STATE

Ray J. Clark
Corporation Clerk

ARTICLES OF MERGER
OF DOMESTIC CORPORATIONS
INTO
ST. MARIES LOGGING, INC.

JUL 20 8 50 AM '84
SECRETARY OF STATE

Pursuant to the provisions of Section 30-1-74 of the Idaho Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

FIRST: The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Idaho Business Corporation Act: See Attached Exhibit "A".

SECOND: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such plan, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
St. Maries Logging, Inc.	24,332	N/A	N/A
B. E. R. Logging, Inc.	1,500	N/A	N/A

THIRD: As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

Name of Corporation	Number of Shares				
	Total Voted For	Total Voted Against	Entitled to Vote as a Class Class	Voted For	Voted Against
St. Maries Logging, Inc.	24,332	0	N/A	N/A	N/A
B. E. R. Logging, Inc.	1,500	0	N/A	N/A	N/A

DATED this 17th day of July, 1984

ATTEST:

ST. MARIES LOGGING, INC.

By: James Beal
JAMES BEAL, Secretary

By: Dewey Epler
DEWEY EPLER, President

ATTEST:

B. E. R. LOGGING, INC.

By: James Beal
JAMES BEAL, Secretary

By: Dewey Epler
DEWEY EPLER, President

STATE OF IDAHO)
) ss.
County of Benewah)

On this 17th day of July, 1984, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared DEWEY EPLER and JAMES BEAL, known to me to be the President and Secretary respectively, of ST. MARIES LOGGING, INC., the corporation that executed this instrument, and on oath state that they were authorized to execute said instrument by the said corporation, 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.

Brenda L. Martin
Notary Public in and for Idaho
Residing at: St. Maries, Idaho
Commission expires:

STATE OF IDAHO)
) ss.
County of Benewah)

On this 17th day of July, 1984, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared DEWEY EPLER and JAMES BEAL, known to me to be the President and Secretary respectively, of B. E. R. LOGGING, INC., the corporation that executed this instrument, and on oath state that they were authorized to execute said instrument by the said corporation, 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.

Brenda L. Martin
Notary Public in and for Idaho
Residing at: St. Maries, Idaho
Commission expires:

Exhibit "A"

PLAN AND AGREEMENT OF MERGER

BETWEEN

ST. MARIES LOGGING, INC.
an Idaho Corporation
(The Surviving Corporation)

AND

B. E. R. LOGGING, INC.
an Idaho Corporation
(The Merging Corporation)

PLAN AND AGREEMENT OF MERGER, dated

June 25

1984, between ST. MARIES LOGGING, INC., an Idaho Corporation, (hereinafter referred to as "St. Maries Logging" and sometimes referred to as the "Surviving Corporation"), and B. E. R. LOGGING, INC., an Idaho Corporation, (hereinafter referred to as the "Merging Corporation") which two corporations are hereinafter sometimes referred to as the "Constituent Corporations".

FIRST

RECITALS

St. Maries Logging is validly organized, existing and in good standing under the laws of the State of Idaho. The Merging Corporation is validly organized, existing and in good standing under the laws of the State of Idaho.

St. Maries Logging has an authorized capital of Fifty Thousand (50,000) shares of Common Stock with a par value of One Dollar (\$1.00) each, of which on the 25th day of June, 1984, Twenty Four Thousand Three Hundred Thirty-two (24,332) shares were issued and outstanding, and Twenty-four Thousand Three Hundred Forty (24,340) shares were held in its treasury.

The Merging Corporation has an authorized capital of Forty-five Thousand (45,000) shares of Common Stock with a par value of One Dollar (\$1.00) each, of which on the date of execution of this Agreement One Thousand Five Hundred (1,500) shares were issued and outstanding and no shares were held in its treasury, and no shares were subject to stock options held by officers and employees.

The Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of their respective corporations and stockholders that the Merging Corporation merge with and into St. Maries Logging in accordance with the provisions of applicable statutes of the State of Idaho, and have entered into this Agreement of Merger in connection with the merger.

SECOND

AGREEMENT OF MERGER

NOW, THEREFORE, the Constituent Corporations agree, each with the other, to merge into a single corporation which shall be St. Maries Logging, Inc., the Surviving Corporation, pursuant to the laws of the State of Idaho and agree upon and prescribe the terms and conditions of the statutory merger, the mode of carrying it into effect and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation as herein set forth:

On the effective date of the merger, the Merging Corporation shall be merged with and into St. Maries Logging and the separate existence of the Merging Corporation shall cease; the Constituent Corporations shall become a single corporation named "St. Maries Logging, Inc.", an Idaho Corporation, which shall be the Surviving Corporation.

THIRD

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Articles of Incorporation of St. Maries Logging, Inc., are set forth in Exhibit "A" to this Agreement. Said Articles of Incorporation shall continue to be the Articles of Incorporation of the Surviving Corporation.

FOURTH

By-LAWS OF SURVIVING CORPORATION

The By-Laws of St. Maries Logging, Inc., in effect immediately prior to the effective date of the merger shall

continue to be the By-Laws of the Surviving Corporation until altered or repealed in the manner provided by law and such By-Laws.

FIFTH

DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The Directors and Officers of St. Maries Logging immediately prior to the effective date of the merger shall continue to be the Directors of the Surviving Corporation, to hold office for the terms specified in the By-Laws of the Surviving Corporation and until their respective successors are duly elected and qualified.

SIXTH

MANNER AND BASIS OF CONVERSION OF SHARES

The treatment of the shares of St. Maries Logging, the manner of converting the shares of the Merging Corporation into shares of Common Stock of the Surviving Corporation, and the treatment of outstanding options to purchase shares of the Merging Corporation, if any, shall be as follows:

1. The Merging Corporation is holder of all of the outstanding stock of the Surviving Corporation and said stock in St. Maries Logging held by the Merging Corporation will be surrendered to St. Maries Logging and reissued to the stockholders of the Merging Corporation on a pro rata share basis based on the following formula:

$$\frac{\text{Outstanding Shares St. Maries Logging}}{\text{Outstanding Shares Merging Corporation}} \times \text{Number B. E. R. held by Stockholder}$$

computed to the nearest whole share.

2. As soon as practicable after the effective date of the merger, each holder of outstanding certificates for Common Stock theretofore issued by the Merging Corporation (except for those certificates representing shares in respect of which the holders shall be pursuing their remedy as

dissenting shareholders in accordance with the laws of the State of Idaho and except for those certificates, if any, representing shares held by St. Maries Logging (the Surviving Corporation) on the effective date of the merger) shall be entitled, upon surrender of the same by such holder for cancellation, as directed by the Surviving Corporation, to receive new certificates for the number of shares of Common Stock of the Surviving Corporation to which he is entitled.

3. On the effective date of the merger, any shares of Common Stock of the Merging Corporation which are then held in its treasury, in the treasury of any subsidiary, or by St. Maries Logging (the Surviving Corporation), shall be cancelled and retired without further action, and no shares of Common Stock of the Surviving Corporation shall be issued in respect thereof.

4. The Surviving Corporation agrees that it will promptly pay to the dissenting shareholders, if any, of the Merging Corporation, the amount, if any, to which they shall be entitled under the provisions of the Corporation laws of the State of Idaho with respect to the rights of dissenting shareholders.

SEVENTH

EFFECT OF MERGER

On the effective date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature of each of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent corporations and all of the singular rights, privileges, powers and franchises of each of the Constituent Corporations. All property, real, personal and mixed, and debts due to each of the Constituent Corporations

on whatever account, including stock subscriptions as well as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, assets, rights, privileges, powers, franchises and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the 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; provided, however, that all of the creditors and liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

If at any time after the merger becomes effective it shall appear to the Surviving Corporation that any further assignments or assurances are necessary or desirable to evidence the vesting in the Surviving Corporation of the title to any of the property or rights of the Merging Corporation, those persons who were proper officers and directors of the Merging Corporation as of the effective date of the merger shall execute, acknowledge and deliver such assignments or other instruments and do such acts as may be necessary or appropriate to evidence the vesting of title to such property or rights in the Surviving Corporation. For such purposes the capacity and authority of the Merging Corporation and its officers shall be deemed to be continuing.

The Surviving Corporation agrees that it may be served with process in the State of Idaho and irrevocably appoints the Secretary of the State of Idaho as its agent to accept service of process, in any proceeding for the enforcement of any obligation of the Merging Corporation arising in the State of Idaho prior to the effective date of the merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merging Corporation against the Surviving Corporation.

EIGHTH

ACCOUNTING AND STATE CAPITAL

When the merger becomes effective, subject to such changes, adjustments or eliminations as may be made in accordance with generally accepted accounting principles, (a) the assets and liabilities of the Constituent Corporations shall be recorded in the accounting records of the Surviving Corporation at the amounts at which they shall be carried at the time in the accounting records of the Constituent Corporations, (b) the amount of stated capital with which the Surviving Corporation shall begin business immediately after the effective date of the merger is Fifty Thousand Dollars (\$50,000.00).

NINTH

ABANDONMENT

Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by action of the Board of Directors of either St. Maries Logging or the Merging Corporation at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders, upon the happening of any one of the following events:

1. If the merger fails to obtain the requisite vote of stockholders of St. Maries Logging or of stockholders of the Merging Corporation not later than July 15, 1984; or

2. If, in the judgment of the Board of Directors of St. Maries Logging or of the Merging Corporation, the merger would be impracticable because of the number of stockholders of either thereof who assert their right to have their stock appraised and to receive payment therefor as provided in the Corporation Law of the State of Idaho.

TENTH

REPRESENTATIONS AND WARRANTIES

St. Maries Logging, and the Merging Corporation each represents and warrants to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock options or issue any stock or securities, except upon the exercise of presently outstanding restricted stock options, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock.

ELEVENTH

EFFECTIVE DATE

The effective date of the merger provided for by this Agreement shall be the date on which the last act prior to recording required to complete the merger under the Laws of the State of Idaho is performed.

IN WITNESS WHEREOF, the undersigned Officers have signed their names hereto and have caused their respective corporate seals of the Constituent Corporations to be affixed hereto the 25th day of June, 1984.

ATTEST:

ST. MARIES LOGGING, INC.

By: James Beal

Secretary

By: Dwaine Epler

President

ATTEST:

B. E. R., LOGGING, INC.

By: James Beal

Secretary

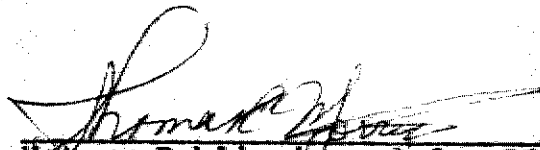
By: Dwaine Epler

President

STATE OF IDAHO)
) ss.
County of Benewah)

On this 25th day of June, 1984, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared DEWEY EPLER and JAMES BEAL, known to me to be the President and Secretary respectively, of ST. MARIES LOGGING, INC., the corporation that executed this instrument, and on oath state that they were authorized to execute said instrument by the corporation 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 in and for Idaho
Residing at: St. Maries, Idaho
Commission expires: Life

STATE OF IDAHO)
) ss.
County of Benewah)

On this 25th day of June, 1984, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared DEWEY EPLER and JAMES BEAL, known to me to be the President and Secretary respectively, of B. E. R. LOGGING, INC., the corporation that executed this instrument, and on oath state that they were authorized to execute said instrument by the corporation 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.


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