



**Department of State**

**CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION**

I, Ira H. Masters, 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

CONNOLLY & KROETCH

a corporation organized and existing under and by virtue of the laws of the State of Idaho, filed in this office on the 11th day of March, 1955,

original articles of amendment, as provided by Sections 30-146, 30-147, 30-151, 30-152 Agreement of Merger of WESTERN TIMBER COMPANY into CONNOLLY & KROETCH

and that the said articles of amendment contain the statement of facts required by law, and are recorded on Film No. 89 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 11th day  
of March, in the year of our Lord  
one thousand nine hundred fifty-five,  
and the Independence of the United States of  
America the One Hundred Seventy-ninth.

Secretary of State

## A G R E E M E N T

THIS AGREEMENT, entered into this 17th day of May, 1954, between WESTERN TIMBER COMPANY, a corporation organized and existing under the laws of the State of Idaho, and CONNOLLY AND KROETCH, a corporation organized and existing under the laws of the State of Idaho, WITNESSETH:

WHEREAS, Western Timber Company is capitalized for Thirty-five Thousand Dollars (\$35,000.00) divided into Thirty-five Thousand (35,000) shares of assessable common stock of the par value of One Dollar (\$1.00) per share and has issued and outstanding Twenty-five Thousand One Hundred (25,100) shares, and Connolly and Kroetch is capitalized for Forty-five Thousand Dollars (\$45,000.00) divided into Four Hundred Fifty (450) shares of assessable common stock of the par value of One Hundred Dollars (\$100.00) per share, all of which said stock has been issued and is outstanding; 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 Western Timber Company into Connolly and Kroetch under the provisions of Sections 30-151 to 30-156, inclusive, Idaho Code; and

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual covenants and agreements herein-after set out and by each of the parties hereto to be faithfully kept and performed, IT IS HEREBY MUTUALLY AGREED that Western Timber Company shall be and it hereby is merged into Connolly and Kroetch under and pursuant to the provisions of said Sections 30-151 to 30-156, inclusive, Idaho Code.

IT IS HEREBY FURTHER MUTUALLY AGREED that Western Timber Company shall be so merged into Connolly and Kroetch in the manner and upon the terms and conditions following, to-wit:

1. There shall be issued to each and every stockholder of Western Timber Company one (1) share of Connolly and Kroetch for every sixty (60) shares of Western Timber Company owned by each and every stockholder of Western Timber Company.

2. Before said merger shall be completed and in order that the condition specified in the preceding paragraph numbered 1 may be complied with, the Articles of Incorporation of Connolly and Kroetch shall be amended increasing the capitalization of said corporation from Forty-five Thousand Dollars (\$45,000.00) divided into Four Hundred Fifty (450) shares of assessable common stock of the par value of One Hundred Dollars (\$100.00) per share to Eighty-six Thousand Nine Hundred Dollars (\$86,900.00) divided into Eight Hundred Sixty-nine (869) shares of common assessable stock of the par value of One Hundred Dollars (\$100.00) per share; and at the same time said Articles of Incorporation of Connolly and Kroetch shall be further amended making the corporate existence of said corporation perpetual.

3. Upon the consummation of this agreement and the completion of the merger of Western Timber Company into Connolly and Kroetch as herein provided, Connolly and Kroetch shall cause to be issued to each and every stockholder of Western Timber Company one (1) share of the capital stock of Connolly and Kroetch for each and every sixty (60) shares of Western Timber Company owned by each and every stockholder of said Western Timber Company. Each and every stockholder of Western Timber Company shall be directed to surrender for cancellation such stockholder's certificate or certificates of Western Timber Company stock duly endorsed, with such endorsements satisfactorily guaranteed and as such certificates are so surrendered and cancelled, Connolly and Kroetch shall cause to be delivered to each Western Timber Company stockholder, whose certificate or certificates have been so surrendered for cancellation, a certificate for the number of shares of the capital stock of Connolly and Kroetch which each of said Western Timber Company stockholders shall be entitled to receive at the aforesaid rate of one (1) share of Connolly and Kroetch for every sixty (60) shares of Western Timber Company.

4. Upon the consummation of this agreement and the completion and effectuation of the merger of Western Timber Company into Connolly and Kroetch, said two corporations shall become and thereafter be one corporation, to-wit, Connolly and Kroetch, and the separate corporate existence of Western Timber Company shall cease and Connolly and Kroetch shall possess all the rights, privileges, franchises and powers theretofore possessed by Western Timber Company and by Connolly and Kroetch, 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 Western Timber Company and/or to Connolly and Kroetch, including subscriptions for shares and other choses in action belonging to either of said corporations shall be taken by and be deemed to be transferred to and vested in Connolly and Kroetch, without further act or deed, and Connolly and Kroetch shall be responsible for all of the liabilities and obligations of Western Timber Company, including the obligation to perform any and all contracts or agreements heretofore entered into by Western Timber Company with any other person, firm or corporation, in the same manner and to the same extent as if Connolly and Kroetch itself had incurred such liabilities or obligations, and the rights of creditors of Western Timber Company and/or those of Connolly and Kroetch and/or of any persons who shall theretofore have had dealings with Western Timber Company and/or Connolly and Kroetch shall not in any wise be impaired or affected by such merger and any claim then existing or action or proceeding then pending by or against Western Timber Company and/or Connolly and Kroetch may be prosecuted to judgment as if such merger had not taken place, or Connolly and Kroetch may be proceeded against or substituted in the place and stead of Western Timber Company in any such action or proceeding; and all property, rights, privileges, powers and franchises and all and every other interest of Western Timber Company shall be thereafter as effectually the property of Connolly and Kroetch as they were the property of Western Timber Company prior to said merger and the title to

any real property vested by deed or otherwise in Western Timber Company shall not revert or be in any way impaired by the merger of Western Timber Company into Connolly and Kroetch; PROVIDED, however, that all rights of creditors and all liens, if any, upon any property theretofore owned by Western Timber Company shall be preserved or unimpaired, and all debts, liabilities and duties of Western Timber Company shall thenceforth attach to Connolly and Kroetch and may be enforced against Connolly and Kroetch to the same extent as if said debts, liabilities and duties had been incurred or contracted by Connolly and Kroetch itself.

5. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that pending final consummation of this agreement, Western Timber Company shall not make any distribution of funds to its stockholders 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 Western Timber Company may heretofore have entered into with other parties or for the proper maintenance and protection of its timber lands.

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

7. This agreement shall be executed initially by the respective Board of Directors of the parties hereto 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 Western Timber Company 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 Connolly and Kroetch at a meeting of such stockholders to be duly called in the manner provided by said statute; 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 (2/3) of the total number of outstanding 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 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 said 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, and thenceforth this agreement shall be taken and deemed to be the agreement and act of merger of said corporations, and such record, or a certified copy thereof, shall be evidence of the agreement and act of merger of said corporations and of the observance and performance of all acts and conditions necessary to have been observed and performed precedent to such merger.

IN WITNESS WHEREOF, this agreement has been executed on behalf of Western Timber Company by each and all of the members of the Board of Directors of Western Timber Company, 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 Connolly and Kroetch by each and all of the members of the Board of Directors of Connolly and Kroetch, 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.

*Joseph J. Kroetch*  
/s/ JOSEPH J. KROETCH

*Helene C. Kroetch*  
/s/ HELENE C. KROETCH

*J. E. Kroetch*  
/s/ J. E. KROETCH

Members of the Board of Directors of Western Timber Company

*Joseph J. Kroetch*  
/s/ JOSEPH J. KROETCH

*Helene C. Kroetch*  
/s/ HELENE C. KROETCH

*J. E. Kroetch*  
/s/ J. E. KROETCH

Members of the Board of Directors of Connolly and Kroetch.

IN WITNESS WHEREOF, the foregoing agreement, having been approved and accepted by the vote of more than two-thirds of the outstanding capital stock of Connolly and Kroetch, and more than twenty days having expired since the date of the special meeting of the stockholders of said Connolly and Kroetch at which said vote was taken, and the stock of all dissenting stockholders having heretofore been purchased and paid for in full by said Connolly and Kroetch, said Connolly and Kroetch has caused the foregoing agreement to be executed in its name by its president and to be attested by its secretary and under its corporate seal this 8th day of March, 1955.

CONNOLLY AND KROETCH

By Joseph J. Kroetch  
President

ATTEST:

Joseph E. Kroetch  
Secretary

STATE OF IDAHO            )  
                                  ) ss.  
COUNTY OF SHOSHONE    )

On this 8th day of March, 1955, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared JOSEPH J. KROETCH and JOSEPH E. KROETCH known to me, and to me known to be the president and secretary, respectively, of Connolly and Kroetch, the corporation whose name is subscribed to the foregoing agreement, and severally acknowledged to me that said corporation executed the same.

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

Betty B. Fullman  
Notary Public for the State of Idaho,  
Residing at Wallace, Idaho.

IN WITNESS WHEREOF, the foregoing agreement, having been accepted and approved by the vote of more than two-thirds of the outstanding capital stock of Western Timber Company, and more than twenty days having expired since the date of the special meeting of the stockholders of said Western Timber Company at which said vote was taken, and no stockholder of said corporation having made any objection to said merger as to said merger agreement or any demand for payment for his shares, Western Timber Company has caused the foregoing agreement to be executed in its name by its president and to be attested by its secretary and under its corporate seal this 8th day of March, 1955.

WESTERN TIMBER COMPANY

By Joseph J. Kroetch  
President

ATTEST:

J. Kroetch  
Secretary

STATE OF IDAHO )  
COUNTY OF SHOSHONE ) ss.

On this 8th day of March, 1955, before me, the undersigned, a Notary Public for the State of Idaho, personally appeared JOSEPH J. KROETCH and J. E. KROETCH, known to me, and to me known to be the president and secretary, respectively, of Western Timber Company, the corporation whose name is subscribed to the foregoing agreement, and severally acknowledged to me that said corporation executed the same.

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

Butay B. Fullman  
Notary Public for the State of Idaho,  
Residing at Wallace, Idaho.

CERTIFICATE OF SECRETARY

STATE OF IDAHO        )  
                          ss.  
COUNTY OF KOOTENAI )

I, the undersigned, JOSEPH E. KROETCH, hereby certify:

That at all of the times hereinafter mentioned I have been and am now the duly elected, qualified and acting secretary of Connolly and Kroetch, a corporation organized and existing under the laws of the State of Idaho;

That on the 17th day of May, 1954, a special meeting of the Board of Directors of Connolly and Kroetch was held at the office of the company in Harrison, Kootenai County, Idaho, all directors being present;

That at said special meeting of said Board of Directors a resolution was duly and regularly adopted by the unanimous vote of said directors approving the hereunto annexed agreement and authorizing and directing the execution of said agreement in the name of Connolly and Kroetch by each and all of the directors of said corporation but subject to the approval of the stockholders of said corporation by the vote provided for in said agreement, and that in and by said resolution it was resolved and ordered that a special meeting of the stockholders of said Connolly and Kroetch be called for and held on the 19th day of June, 1954, at the hour of 10:00 o'clock, a.m., for the purpose of considering said agreement and approving or rejecting the same and directing the secretary of said corporation to give notice of such special stockholders' meeting by mailing a notice thereof to each and every stockholder of Connolly and Kroetch at his or her last known postoffice address according to the records of the corporation and that such notice be so mailed at least thirty days prior to the date on which said stockholders' meeting was to be held.



That on the 17th day of May, 1954, pursuant to the aforesaid resolution I, the undersigned, Joseph E. Kroetch, secretary of said Connolly and Kroetch as aforesaid, deposited in the United States Post Office at Harrison, Kootenai County, Idaho, written notice of such special stockholders' meeting, enclosed in an envelope, with postage prepaid, addressed to each and every stockholder of said Connolly and Kroetch at his or her last known postoffice address according to the records of the corporation, in which said notice the time and place of said meeting and the objects thereof were fully set forth; that a true copy of said notice is hereunto annexed, marked Exhibit A and hereby referred to and by reference made a part of this certificate;

That pursuant to the aforesaid resolution adopted by the Board of Directors of Connolly and Kroetch as aforesaid and pursuant to the aforesaid notice a special meeting of the stockholders of said Connolly and Kroetch was held at the office of the company in Harrison, Kootenai County, Idaho at the hour of 10:00 o'clock, a.m., on June 19, 1954;

That as of the date of said meeting there were issued and outstanding 450 shares of the capital stock of said Connolly and Kroetch and that there were represented at said meeting by stockholders present in person or by proxy 395 shares;

That a resolution approving and accepting the hereunto annexed agreement and authorizing the execution of said agreement by the president and secretary of Connolly and Kroetch was adopted by the vote of more than two-thirds of the outstanding stock of said Connolly and Kroetch, to-wit, by a vote of 315 shares of said stock, there being 80 shares of said outstanding stock represented by two stockholders who voted in opposition to said merger and in opposition to said merger agreement;

That more than twenty (20) days have elapsed since the said 19th day of June, 1954, on which said date the aforesaid agreement providing for the merger of Western Timber Company into Connolly and Kroetch was approved and accepted by the stockholders of said Connolly and Kroetch as aforesaid, and that the only stockholders of said corporation who made demand for payment for their shares were the two stockholders above mentioned who, as aforesaid, voted in opposition to said merger and that the 80 shares of said stock owned by said two stockholders has heretofore been purchased and paid for in full by said Connolly and Kroetch.

I hereby further certify that annexed hereto, marked Exhibit B and hereby referred to and by reference made a part of this certificate is a full, true and correct copy of a resolution which was adopted by the Board of Directors of said Connolly and Kroetch at a special meeting of said Board held at the office of the corporation in Harrison, Kootenai County, Idaho, on March 7th, 1955.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Connolly and Kroetch this 8th day of March, 1955.

  
Secretary, Connolly and Kroetch

Subscribed and sworn to before me this 8th day of March, 1955.


  
Notary Public for the State of Idaho,  
Residing at Wallace, Idaho

EXHIBIT A

NOTICE OF SEPARATE SPECIAL MEETINGS OF THE SHAREHOLDERS OF  
CONNOLLY AND KROETCH AND OF THE SHAREHOLDERS OF WESTERN TIMBER  
COMPANY

TO THE SHAREHOLDERS OF CONNOLLY AND KROETCH:

NOTICE IS HEREBY GIVEN that a special meeting of the shareholders of Connolly and Kroetch will be held at the office of said company in Harrison, Kootenai County, Idaho, on the 19th day of June, 1954, at the hour of 10:00 o'clock, A.M.;

and

TO THE SHAREHOLDERS OF WESTERN TIMBER COMPANY:

NOTICE IS HEREBY GIVEN that a special meeting of the shareholders of Western Timber Company will be held at the office of said company in Harrison, Kootenai County, Idaho, on the 19th day of June, 1954, at the hour of 2:00 o'clock, P.M., the purpose of each of said meetings being as follows:

1. To consider and, if the same shall be approved, to adopt an agreement in writing which has heretofore been entered into and executed by and between the directors of Connolly and Kroetch and the directors of Western Timber Company providing for the merger of Western Timber Company into Connolly and Kroetch upon the terms and conditions set out in said agreement, being generally and in substance as follows:

(a) One (1) share of the common capital stock of Connolly and Kroetch would be issued to each and every shareholder of Western Timber Company for each and every Sixty (60) shares of the capital stock of Western Timber Company owned by such Western Timber Company shareholder and surrendered for cancellation.

(b) Upon the effectuation of such merger the corporate existence of Western Timber Company would become automatically extinguished and all real and personal property of said Western Timber Company would automatically become the property of Connolly and Kroetch and all debts, liabilities and obligations, if any, of Western Timber Company would automatically become the debts, liabilities and obligations of Connolly and Kroetch.

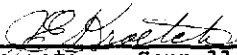
2. To consider and act upon a proposal to amend the Articles of Incorporation of Connolly and Kroetch increasing the capitalization of Connolly and Kroetch from Forty-five Thousand Dollars (\$45,000.00) divided into Four Hundred Fifty (450) shares of assessable common stock of the par value of One Hundred Dollars (\$100.00) per share to Eighty-six Thousand Nine Hundred Dollars (\$86,900.00) divided into Eight Hundred Sixty-nine (869) shares of common assessable stock of the par value of One Hundred Dollars (\$100.00) per share; and to further amend said Articles of Incorporation of Connolly and Kroetch

making the corporate existence of said corporation perpetual (This paragraph "2" of this notice is applicable only to the meeting of the shareholders of Connolly and Kroetch and not to the meeting of the shareholders of Western Timber Company).

3. To transact such other business as may properly come before said respective meetings or any adjournment or adjournments thereof.

A copy of the aforesaid agreement, together with a copy of this notice is being mailed to every shareholder of each of said corporations at his or her or its last known post office address according to the records of said corporations.

Dated at Harrison, Idaho, the 17th day of May, 1954, and mailed as aforesaid by order of the Board of Directors of each of said respective corporations.

  
Secretary, Connolly and Kroetch  
Harrison, Idaho.


  
Secretary, Western Timber  
Company, Harrison, Idaho.

EXHIBIT B  
RESOLUTION

WHEREAS, more than twenty days have elapsed since the 19th day of June, 1954, on which date the hereunto annexed agreement was approved and accepted and the merger of Western Timber Company into Connolly and Kroetch was authorized by the stockholders of said Connolly and Kroetch at a special meeting of said stockholders; and

WHEREAS, the only stockholders of Connolly and Kroetch who have ever made demand for the payment for their shares were two stockholders who owned in the aggregate 80 shares of stock in said corporation and their said stock has heretofore been purchased and paid for in full by Connolly and Kroetch; and

WHEREAS, no stockholder of Western Timber Company has ever filed any objection to the merger of said corporations or at any time made demand for the payment for his or her shares;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Connolly and Kroetch convened in special meeting this 7th day of March, 1955, that the president and secretary of said Connolly and Kroetch be and they hereby are authorized and directed to execute said agreement in the name and under the corporate seal of Connolly and Kroetch, and thereupon to cause said agreement to be filed and recorded as required by the laws of the State of Idaho and to perform or cause to be performed any and all other acts which it shall be necessary to perform in order to effectuate the merger of Western Timber Company into Connolly and Kroetch in accordance with the terms and conditions of said agreement.

That on the 12th day of May, 1954, pursuant to the aforesaid resolution I, the undersigned, Joseph E. Kroetch, secretary of said Western Timber Company as aforesaid, deposited in the United States Post Office at Harrison, Kootenai County, Idaho, written notice of such special stockholders' meeting, enclosed in an envelope, with postage prepaid, addressed to each and every stockholder of said Western Timber Company at his or her last known postoffice address according to the records of the corporation, in which said notice the time and place of said meeting and the objects thereof were fully set forth; that a true copy of said notice is hereunto annexed, marked Exhibit A and hereby referred to and by reference made a part of this certificate;

That pursuant to the aforesaid resolution adopted by the Board of Directors of Western Timber Company as aforesaid and pursuant to the aforesaid notice a special meeting of the stockholders of said Western Timber Company was held at the office of the company in Harrison, Kootenai County, Idaho, at the hour of 2:00 o'clock, p.m., on June 19, 1954;

That as of the date of said meeting there were issued and outstanding 35,000 shares of the capital stock of said Western Timber Company and that there were represented at said meeting by stockholders present in person or by proxy 25,100 shares;

That a resolution approving and accepting the hereunto annexed agreement and authorizing the execution of said agreement by the president and secretary of Western Timber Company was adopted by the vote of more than two-thirds of the outstanding stock of said Western Timber Company, to-wit, by a vote of 25,100 shares of said stock;

CERTIFICATE OF SECRETARY

STATE OF IDAHO        )  
                          ) ss.  
COUNTY OF KOOTENAI )

I, the undersigned, JOSEPH E. KROETCH, hereby certify:

That at all of the times hereinafter mentioned I have been and am now the duly elected, qualified and acting secretary of Western Timber Company, a corporation organized and existing under the laws of the State of Idaho;

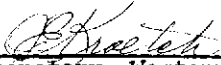
That on the 17th day of May, 1954, a special meeting of the Board of Directors of Western Timber Company was held at the office of the company in Harrison, Kootenai County, Idaho, all directors being present;

That at said special meeting of said Board of Directors a resolution was duly and regularly adopted by the unanimous vote of said directors approving the hereunto annexed agreement and authorizing and directing the execution of said agreement in the name of Western Timber Company by each and all of the directors of said corporation but subject to the approval of the stockholders of said corporation by the vote provided for in said agreement, and that in and by said resolution it was resolved and ordered that a special meeting of the stockholders of said Western Timber Company be called for and held on the 19th day of June, 1954, at the hour of 2:00 o'clock, a.m., for the purpose of considering said agreement and approving or rejecting the same and directing the secretary of said corporation to give notice of such special stockholders' meeting by mailing a notice thereof to each and every stockholder of Western Timber Company at his or her last known postoffice address according to the records of the corporation and that such notice be so mailed at least thirty days prior to the date on which said stockholders' meeting was to be held.

That more than twenty (20) days have elapsed since the said 19th day of June, 1954, on which said date the aforesaid agreement providing for the merger of Western Timber Company into Connolly and Kroetch was approved and accepted by the stockholders of said Western Timber Company as aforesaid, and that no stockholders of Western Timber Company filed an objection to the merger of said corporations within the period of twenty (20) days from and after the approval of said merger by the stockholders of Western Timber Company at their aforesaid special meeting, and no stockholder of Western Timber Company has at any time made demand in writing for payment for his shares, and by reason thereof no stockholder of Western Timber Company is or will be entitled to payment for his shares;

I hereby further certify that annexed hereto, marked Exhibit C and hereby referred to and by reference made a part of this certificate is a full, true and correct copy of a resolution which was adopted by the Board of Directors of said Western Timber Company at a special meeting of said Board held at the office of the corporation in Harrison, Kootenai County, Idaho, on March 7th, 1955.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Western Timber Company this 8th day of March, 1955.

  
Secretary, Western Timber Company

Subscribed and sworn to before me this 8th day of March, 1955.


  
Notary Public for the State of Idaho,  
Residing at Wallace, Idaho.



EXHIBIT C  
RESOLUTION

WHEREAS, more than twenty days have elapsed since the 19th day of June, 1954, on which date the hereunto annexed agreement was approved and accepted and the merger of Western Timber Company into Connolly and Kroetch was authorized by the stockholders of said Western Timber Company at a special meeting of said stockholders; and

WHEREAS, no stockholder of Western Timber Company has ever filed any objection to the merger of said corporations or at any time made demand for the payment for his or her shares; and

WHEREAS, the only stockholders of Connolly and Kroetch who have ever made demand for the payment for their shares were two stockholders who owned in the aggregate 80 shares of stock in said corporation and their said stock has heretofore been purchased and paid for in full by Connolly and Kroetch;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Western Timber Company convened in special meeting this 7th day of March, 1955, that the president and secretary of said Western Timber Company be and they hereby are authorized and directed to execute said agreement in the name and under the corporate seal of Western Timber Company, and thereupon to cause said agreement to be filed and recorded as required by the laws of the State of Idaho and to perform or cause to be performed any and all other acts which it shall be necessary to perform in order to effectuate the merger of Western Timber Company into Connolly and Kroetch in accordance with the terms and conditions of said agreement.