

Office of Secretary of State.

I, Eugene Bunting, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of

Certificate of Agreement of Merger of the "RAYGOLD CORPORATION", merging with and into the "BOISE CASCADE CORPORATION", under the name of "BOISE CASCADE CORPORATION", as received and filed in this office the thirty-first day of March, A.D. 1971, at 2 o'clock P.M.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this seventh day of April in the year of our Lord one thousand nine hundred and seventy-one.

A handwritten signature in cursive script that reads "Eugene Bunting".

Secretary of State

A handwritten signature in cursive script that reads "R. H. Caldwell".

Asst Secretary of State

AGREEMENT OF MERGER

Between

BOISE CASCADE CORPORATION  
a Delaware Corporation  
(the Surviving Corporation)

and

RAYGOLD CORPORATION  
a Delaware Corporation  
(the Merging Corporation)

AGREEMENT OF MERGER, dated as of February 22, 1971,  
between BOISE CASCADE CORPORATION, a Delaware corporation  
(hereinafter sometimes referred to as "Boise Cascade" and  
other times called the "Surviving Corporation"), and RAYGOLD  
CORPORATION, a Delaware corporation (hereinafter referred to  
as "Company"), which two corporations are hereinafter some-  
times collectively referred to as the "Constituent Corpora-  
tions."

Boise Cascade and Company are each validly organized  
and now existing and in good standing under the General Cor-  
poration Law of the State of Delaware.

Boise Cascade has an authorized capital of 50,000,000  
shares of common stock with a par value of \$2.50 each, of  
which on the 16th day of November, 1970, 29,688,671 shares  
were issued and outstanding and 3,623 shares were held in its  
treasury, and 581,111 shares subject to stock options held

by officers and employees, and 10,000,000 shares of \$3.00 Series "A" cumulative convertible preferred stock without par value, of which on the 16th day of November, 1970, 85,285 shares were issued and outstanding, no shares were held in its treasury, and no shares were subject to stock options held by officers and employees.

Company has an authorized capital of 2,000,000 shares of common stock, par value 25¢, of which on the effective date of the merger, 1,300,000 shares will be issued and outstanding, no shares will be held in its treasury, and no shares will be 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 Company merge with and into Boise Cascade in accordance with the provisions of the applicable statutes of the State of Delaware, and therefore have entered into an agreement in connection with the statutory merger.

NOW, THEREFORE, the two corporations agree, each with the other, to merge into a single corporation, which shall remain named Boise Cascade Corporation and be the Surviving Corporation, one of the Constituent Corporations, pursuant to the laws of the State of Delaware, and further 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 Constituent Corporations into shares of the Surviving Corporation, as follows:

FIRST: On the effective date of the merger, Company shall be merged with and into Boise Cascade and the separate existence of Company shall cease; the Constituent Corporations shall become a single corporation named "Boise Cascade Corporation", which shall be the Surviving Corporation.

SECOND: The Restated Certificate of Incorporation of Boise Cascade, as heretofore restated, amended, and duly filed with the office of the Secretary of State for the State of Delaware shall continue to be the Restated Certificate of Incorporation of the Surviving Corporation until amended in accordance with the General Corporation Law of the State of Delaware. No restatement of or amendment to the Restated Certificate of Incorporation of the Surviving Corporation shall be required as a result of the merger provided for by this Agreement.

Such Restated Certificate of Incorporation may be certified separately from this Agreement as the Restated Certificate of Incorporation of the Surviving Corporation.

THIRD: The bylaws of Boise Cascade in effect immediately prior to the effective date of the merger shall continue to

be the bylaws of the Surviving Corporation, until altered or repealed in the manner provided by law and such bylaws.

FOURTH: The Directors of Boise Cascade immediately prior to the effective date of the merger shall continue to hold office for the terms specified in and in accordance with the bylaws of Boise.

FIFTH: The officers of Boise Cascade immediately prior to the effective date of the merger shall continue to be officers of the Surviving Corporation until its Board of Directors shall otherwise determine.

SIXTH: The treatment of the shares of Boise Cascade and of the outstanding options to purchase shares of Boise Cascade, the manner of converting the shares of Company into shares of common stock of Boise Cascade, and the treatment of outstanding options to purchase shares of Company shall be as follows:

1. Each share of common stock of Boise Cascade which is issued and outstanding or in its treasury immediately prior to the effective date of the merger shall continue to be one full paid and nonassessable share of common stock of the par value of \$2.50.

2. All options and rights to purchase or acquire stock of Boise Cascade outstanding immediately prior to the effective date of the merger shall continue to be outstanding.

3. Each share of preferred stock of Boise Cascade which

is issued and outstanding or held by Boise Cascade in its treasury immediately prior to the Effective Date of the merger shall continue to be one full paid and nonassessable share of preferred stock, without par value.

4. All the shares of Company's common stock which are issued and outstanding immediately prior to the effective date of the merger, without action on the part of any holder of such common shares shall by virtue of the merger be converted into and become 80,000 full paid and nonassessable shares of common stock of Boise Cascade on the basis of 16.25 shares of Company common stock for each share of Boise Cascade common stock; provided, however, that no fractional shares of Boise Cascade common stock shall be issued, but, in lieu thereof, cash shall be paid to the holder thereof, based upon the closing price of the common stock of Boise Cascade on the New York Stock Exchange on the effective date of the merger. Each outstanding certificate for common stock of Company shall thereupon be deemed for all purposes to evidence ownership of the number of full shares of common stock of Boise Cascade into which the same shall have been converted on the basis set forth above; provided, however, that until the holder of such certificate shall have surrendered it for exchange, no dividend payable to stockholders of record of Boise Cascade common stock, as of any date subsequent to the effective

date of the merger, shall be paid to such certificate holder with respect to the common stock of Boise Cascade represented by such certificate.

Upon the surrender of any outstanding certificate for common stock of Company and exchange thereof for Boise Cascade common stock as herein provided, there shall be paid and issued to the record holder of such certificate with respect to each share of Boise Cascade common stock received, all dividends to which holder would be entitled had he been a stockholder of record of the Boise Cascade common stock received between the effective date of the merger and the date of such exchange.

5. On the effective date of the merger, or as soon thereafter as practicable, each stockholder of issued and outstanding common stock of Company, other than a dissenting stockholder, if any, shall surrender to the Surviving Corporation all certificates in such stockholder's possession or control that represent common stock of Company for cancellation as directed by the Surviving Corporation and receive in exchange therefor a certificate or certificates representing the number of shares of Boise Cascade common stock to which such stockholder is entitled by reason of the statutory merger contemplated by this Agreement.

6. On the effective date of the merger, any shares of

common stock of Company which are then held in its treasury or in the treasury of any subsidiary shall be cancelled and retired, and no shares of stock of Boise Cascade shall be issued in respect thereof.

SEVENTH: 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 respective corporations, and shall become subject to all the restrictions, disabilities and duties of each of the respective corporations and all of the singular rights, privileges, powers and franchises of each of said corporations. All property, real, personal and mixed, and all 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 said 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 Boise Cascade or Company, shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors of and liens upon any property of either Boise Cascade or Company shall be preserved unimpaired, and all

debts, liabilities, obligations and duties of each 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, obligations and duties had been incurred or contracted by it.

EIGHTH: This Agreement of Merger has been approved by the Board of Directors of each of the Constituent Corporations and shall be submitted for consideration and vote by the stockholders of Company at a meeting duly called for the purpose or consented to by stockholders of Company pursuant to Section 228 of the General Corporation Law of the State of Delaware.

The Secretary or any Assistant Secretary of Boise Cascade, under the seal thereof, shall certify that this Agreement has been adopted pursuant to Section 251(f) of the General Corporation Law of the State of Delaware by action of Boise Cascade's Board of Directors, no vote of its stockholders being required by virtue of the applicability of Section 251(f) as of the date of such certificate. When this Agreement is duly adopted by the stockholders of Company, the Secretary or any Assistant Secretary of Company, under the seal thereof, shall certify that it has been so adopted by the stockholders of Company. This Agreement, thus adopted and certified by each of the Constituent Corporations, under the respective corporate seals thereof and acknowledged on behalf of the authorized executing officers of each of the Constituent Corporations, shall be filed for record in the office of the

Secretary of State of Delaware and recorded in the office of the Recorder of New Castle, County, Delaware; all in accordance with the applicable provisions of the General Corporation Law of the State of Delaware; and the authorized officers of each of the Constituent Corporations shall execute all such other documents and shall take all such further action as may be necessary to make this Agreement of Merger effective.

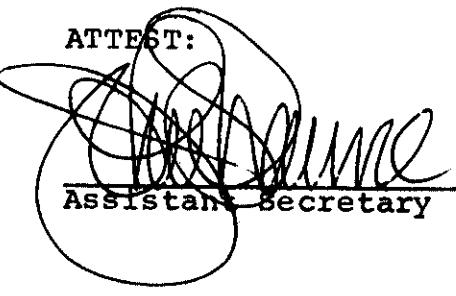
Notwithstanding the foregoing, the Agreement of Merger may, at any time before the merger becomes effective, be terminated and abandoned pursuant to any agreement then in effect between the Constituent Corporations.

NINTH: The effective date of the Statutory Merger contemplated and provided for by this Agreement shall be the date of the filing of this Agreement in the office of the Secretary of State in the State of Delaware.

IN WITNESS WHEREOF, this Agreement of Merger has been executed by the duly authorized officers of Boise Cascade

and Company and the respective corporate seals of the corporations have been affixed hereto all as of the day and year first above written.

ATTEST:

  
Michael J. Mull  
Assistant Secretary

ATTEST:

  
Michael J. Mull  
Assistant Secretary

CORPORATE SEAL

BOISE CASCADE CORPORATION  
(the Surviving Corporation)

By   
J. Randolph  
Vice President  
DK REILLY

RAYGOLD CORPORATION  
(the Merging Corporation)

By   
Howard H. Jackson  
President

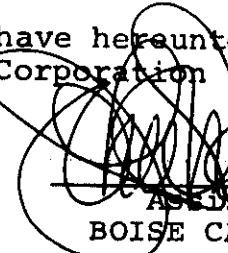
(CORPORATE SEAL)

CERTIFICATE OF APPROVAL  
OF  
BOISE CASCADE CORPORATION

I, JOHN MOREY MAURICE, do hereby certify  
that I am a duly elected and acting Assistant Secretary  
of BOISE CASCADE CORPORATION, a Delaware corporation, and  
that I make this Certificate for and on behalf of said  
Corporation.

I further certify that the Agreement of Merger  
dated as of February 22, 1971, by and between this Corpora-  
tion and RAYGOLD CORPORATION has been adopted by the  
action of the Board of Directors of this Corporation with-  
out any vote of its stockholders, in accordance with  
Section 251(f) of the General Corporation Law of the State  
of Delaware, rendered applicable by virtue of the number  
of shares of Boise Cascade Corporation outstanding as of  
this date.

IN WITNESS WHEREOF, I have hereunto set my hand and  
the corporate seal of this Corporation this 29<sup>th</sup> day of  
March, 1971.

  
John Morey Maurice  
Assistant Secretary  
BOISE CASCADE CORPORATION

CORPORATE SEAL

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ACKNOWLEDGMENT

STATE OF IDAHO      )  
                        ) ss.  
County of Ada      )

I, Carlene Church, Notary Public in and for said  
County and State, do hereby certify that JOHN MOREY MAURICE  
, an Assistant Secretary of BOISE CASCADE  
CORPORATION, a Delaware corporation, personally known to me  
to be an Assistant Secretary of said Corporation and  
the person whose name is subscribed to the foregoing  
Certificate appeared before me this date in person and  
acknowledged that he signed said Certificate as his own  
free and voluntary act and deed and as the free and volun-  
tary act and deed of said Corporation authorized and approved

by its Board of Directors; that the facts stated therein are true; and that the seal affixed thereto is the common or corporate seal of said Corporation.

IN WITNESS WHEREOF, I have set my hand and placed my Notary Seal this 29<sup>th</sup> day of March, 1971.

Carlene Church  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires:  
June, 1972

NOTARIAL SEAL

CERTIFICATE OF APPROVAL

OF

RAYGOLD CORPORATION

I, Maurice Weingold, do hereby certify that I am the duly elected and acting Assistant Secretary of RAYGOLD CORPORATION, a Delaware corporation, and I make this certificate for and on behalf of said Corporation.

I further certify that the Agreement of Merger dated as of February 22, 1971, by and between this Corporation and BOISE CASCADE CORPORATION, after having first been duly signed on behalf of the said Corporation has been duly adopted by this Corporation pursuant to Section 228 of Title 8 of the Delaware Code of 1953 by the written consent of the stockholders holding 900,000 shares of the capital stock of this Corporation, such shares representing all of the shares issued and outstanding that have voting power, and, all stockholders of having so consented, no notice was required to have been sent to stockholders of this Corporation by said Section 228, which Agreement of Merger has thereby been adopted as the act and deed of the stockholders of RAYGOLD CORPORATION and the agreement, act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and the corporate seal of this Corporation this 15 day of March, 1971.

  
\_\_\_\_\_  
Maurice Weingold  
Assistant Secretary  
RAYGOLD CORPORATION

(Seal)

ACKNOWLEDGMENT

STATE OF NEW YORK )  
                          )  
                          ) ss.  
COUNTY OF KINGS )

I, Natalie Grace Maher, Notary Public in and for said County and State, do hereby certify that Maurice Weingold, an Assistant Secretary of RAYGOLD CORPORATION, a Delaware corporation, personally known to me to be an Assistant Secretary of said Corporation and the person whose name is subscribed to the foregoing Certificate appeared before me this date in person and acknowledged that he signed said Certificate as his own free and

voluntary act and deed and as the free and voluntary act and deed of said Corporation authorized and approved by its Board of Directors and Stockholders; that the facts stated therein are true; and that the seal affixed thereto is the common or corporate seal of said Corporation.

IN WITNESS WHEREOF, I have set my hand and placed my Notary Seal this 16<sup>th</sup> day of March, 1971.

Natalie Grace Maher  
Notary Public for New York

NOTARIAL SEAL

NATALIE GRACE MAHER  
NOTARY PUBLIC, State of New York  
No. 24-7667815  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1972

CERTIFICATE

SIGNATURES BY CONSTITUENT CORPORATIONS

THE ABOVE AGREEMENT OF MERGER, Having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, a Vice President of Boise Cascade Corporation, a Delaware corporation, and the President of Raygold Corporation, a Delaware corporation, do now hereby execute said Agreement of Merger and an Assistant Secretary of Boise Cascade Corporation and the Assistant Secretary of Raygold Corporation now hereby attest the Agreement of Merger under the corporate seals of the respective corporations, by authority of the Directors and Stockholders thereof, as the respective act, deed and agreement of each of said corporations on this 29<sup>th</sup> day of March, 1971.

BOISE CASCADE CORPORATION

By Glauzel  
Vice President

ATTEST:

CORPORATE SEAL

Glauzel  
Assistant Secretary

RAYGOLD CORPORATION

By John F. Redden  
President

ATTEST:

CORPORATE SEAL

John F. Redden  
Assistant Secretary

## ACKNOWLEDGMENT

STATE OF IDAHO )  
County of Ada )

On this 29<sup>th</sup> day of March in the year 1971,  
before me, Carlene Church, a Notary Public,  
personally appeared G. C. RANDALL and  
JOHN MOREY MAURICE, known to me to be the Vice  
President and Assistant Secretary, respectively, of Boise  
Cascade Corporation, and they duly executed the above Certi-  
ficate before me and acknowledged the Agreement of Merger  
to be their act and deed and the agreement, act and deed of  
said Corporation and the facts stated in said certificate  
are true; and the seal affixed to the Agreement of Merger  
and attested by the Assistant Secretary of the Corporation  
is the corporate seal of Boise Cascade Corporation.

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

Carlene Church  
Notary Public for Idaho  
Residing at Baile  
My commission expires: June 1972

**NOTARIAL SEAL**

ACKNOWLEDGMENT

STATE OF NEW YORK )  
County of KINGS ) ss.

On this 16<sup>th</sup> day of March in the year 1971,  
before me, Natalie Grace Maher, a Notary Public,  
personally appeared Alvin A. Goldhush and  
Maurice Weingold, known to me to be the  
President and Assistant Secretary, respectively, of  
Raygold Corporation, and they duly executed the above Certi-  
ficate before me and acknowledged the Agreement of Merger  
to be their act and deed and the agreement, act and deed of  
said Corporation and the facts stated in said certificate  
are true; and the seal affixed to the Agreement of Merger  
and attested by the Assistant Secretary of the Corporation  
is the corporate seal of Raygold Corporation.

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

Natalie Grace Maher  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

NATALIE GRACE MAHER  
NOTARY PUBLIC, State of New York  
No. 24-7667815  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1972

NOTARIAL SEAL