

# State of Delaware



## Office of Secretary of State

*J. 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 "J. E. MIROD LUMBER COMPANY", a corporation  
organized and existing under the laws of the State of North Carolina, merging with  
and into the "BOISE CASCADE CORPORATION", a corporation organized and existing under  
the laws of the State of Delaware, under the name of "BOISE CASCADE CORPORATION", as  
received and filed in this office the twenty-ninth day of January, A.D. 1971, at 10  
o'clock A.M.;

And I do hereby further certify that the aforesaid Corporation shall be governed  
by the laws of the State of Delaware.

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

*Eugene Bunting*

Secretary of State

*R. H. Caldwell*

Asst. Secretary of State

AGREEMENT AND PLAN OF MERGER

Between

BOISE CASCADE CORPORATION  
A Delaware Corporation  
(The Surviving Corporation)

and

J. E. ELROD LUMBER COMPANY  
A North Carolina Corporation  
(The Merging Corporation)

AGREEMENT AND PLAN OF MERGER, dated January 15, 1971, between BOISE CASCADE CORPORATION, a Delaware corporation (hereinafter sometimes referred to as "Boise Cascade" and sometimes referred to as the "Surviving Corporation"), and J. E. ELROD LUMBER COMPANY, a North Carolina corporation (hereinafter referred to as the "Merging Corporation"), which two corporations are hereinafter sometimes collectively referred to as the "Constituent Corporations" and each of which said corporations is "a party to a reorganization" as defined in Section 368(b) of the Internal Revenue Code of 1954, as amended to the date of this Agreement.

WITNESSETH:

WHEREAS, Boise Cascade is validly organized, existing and in good standing under the General Corporation Law of the State of Delaware;

WHEREAS, the Merging Corporation is validly organized, existing and in good standing under the Business Corporation Act of the State of North Carolina;

WHEREAS, Boise Cascade has an authorized capital of 50,000,000 shares of common stock with a par value of \$2.50 each approximately 29,688,671 shares of which were issued and outstanding and approximately 3,629 shares of which were held in its treasury on November 16, 1970, and 10,000,000 shares of preferred stock without par value issuable in series of which 85,285 shares of \$3.00 cumulative convertible preferred stock, Series A, were issued and outstanding on November 16, 1970;

WHEREAS, the Merging Corporation has an authorized capital of 5,000 shares of capital stock with a par value of \$100.00 each 2,500 shares of which were issued and outstanding and no shares were held in its treasury on January 15, 1971; and

WHEREAS, the boards of directors of each 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 Boise Cascade in accordance with the provisions of the applicable statutes of both the State of Delaware and the State of North Carolina and Section 368(a)(1)(A) of the Internal Revenue Code of 1954, as amended to the date of this Agreement.

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

1. The effective date (hereinafter referred to as "Effective Date") of the statutory merger contemplated by this Agreement shall be the earlier of the last day of the calendar month coinciding with or next following the date on which the last act required to complete said statutory merger under the respective laws of the States of Delaware and North Carolina is performed.

2. On the Effective Date the Merging Corporation shall be merged with and into Boise Cascade and the separate existence of the Merging Corporation shall cease. The Constituent Corporations shall become a single corporation named "Boise Cascade Corporation," which shall be the Surviving Corporation.

3. The restated certificate of incorporation of Boise Cascade, as heretofore amended and restated, and as

previously furnished to the Merging Corporation 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.

4. The bylaws of Boise Cascade in effect immediately prior to the Effective Date shall continue to be the bylaws of the Surviving Corporation until altered or repealed in the manner provided by law and such bylaws.

5. The directors of Boise Cascade immediately prior to the Effective Date shall continue to be directors of the Surviving Corporation and shall hold office for the terms specified in the bylaws of Boise Cascade and until their respective successors are duly elected and qualified.

6. The officers of Boise Cascade immediately prior to the Effective Date shall continue to be officers of the Surviving Corporation until the board of directors of the Surviving Corporation shall otherwise determine.

7. The treatment of Boise Cascade shares and of the outstanding options and rights to purchase or acquire Boise Cascade shares and the manner of converting shares of the Merging Corporation into shares of Boise Cascade common stock shall be as follows:

(a) Each share of Boise Cascade common stock which is issued and outstanding or held in its treasury immediately prior to the Effective Date shall continue to be

one full paid and nonassessable share of Boise Cascade common stock with a par value of \$2.50 each.

(b) Each share of Boise Cascade \$3.00 cumulative convertible preferred stock, Series A, which is issued and outstanding or held in its treasury immediately prior to the Effective Date shall continue to be one full paid and nonassessable share of Boise Cascade preferred stock without par value.

(c) All options and rights to purchase or acquire common stock or preferred stock of Boise Cascade outstanding immediately prior to the Effective Date shall continue to be outstanding and effective according to their terms.

(d) All shares of all classes of the Merging Corporation's capital stock which are issued and outstanding immediately prior to the Effective Date shall by reason of the statutory merger contemplated by this Agreement as of that date and without action on the part of the holders thereof be converted into and become full paid and nonassessable shares of Boise Cascade common stock in accordance with the following formula: the holders of issued and outstanding capital stock of all classes of the Merging Corporation on the Effective Date shall receive in the aggregate 9,575 shares of Boise Cascade common stock; provided, however, no fractional shares of Boise Cascade common stock shall be issued. Instead, fractions equal to or greater than

1/2 shall be rounded off to the next whole share and fractions less than 1/2 shall be dropped.

(e) All issued and outstanding shares of capital stock of all classes of the Merging Corporation shall as of the Effective Date thereupon be deemed for all corporate purposes to evidence ownership of the number of whole shares of Boise Cascade common stock into which the same shall have been converted in accordance with the foregoing formula.

(f) If prior to the Effective Date Boise Cascade should fix a record date for the payment of a stock dividend or stock split which would dilute the value of Boise Cascade common stock, appropriate adjustments shall be made in the number of whole shares of Boise Cascade common stock which the holders of all issued and outstanding capital stock of all classes of the Merging Corporation shall be entitled to receive by reason of the statutory merger contemplated by this Agreement.

(g) Until a holder of issued and outstanding capital stock of any class of the Merging Corporation shall as hereinafter provided for in this Agreement have surrendered the certificate or certificates representing the same in exchange for a certificate or certificates representing Boise Cascade common stock, no dividend payable to stockholders of record of Boise Cascade common stock as of any

date subsequent to the Effective Date shall be paid to such holder with respect to the Boise Cascade common stock represented thereby; but upon surrender thereof there shall be paid to such holder in respect of Boise Cascade common stock issued in exchange therefor an amount with respect to such shares of Boise Cascade common stock equal to all dividends without interest thereon which shall have been thus withheld.

(h) As soon as practicable after the Effective Date each holder of certificates representing issued and outstanding capital stock of any class of 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 North Carolina, and except for those certificates, if any, representing shares held by Boise Cascade on the Effective Date) shall be entitled upon surrender thereof for cancellation as directed by Boise Cascade to receive in exchange therefor a certificate or certificates representing the number of shares of Boise Cascade common stock to which such holder is entitled by reason of the statutory merger contemplated by this Agreement.

(i) On the Effective Date all shares of the capital stock of all classes of the Merging Corporation, if any, which are then held in its treasury shall be cancelled and

retired, and no shares of Boise Cascade common stock or preferred stock shall be issued in respect thereof.

(j) The Surviving Corporation shall promptly pay to each dissenting stockholder, if any, of the Merging Corporation the amount, if any, to which he shall be entitled under the provisions of the applicable laws of the State of North Carolina with respect to the rights of dissenting stockholders.

8. On the Effective Date 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 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 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 of any kind or nature whatsoever shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective

Constituent Corporations. 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 statutory merger contemplated by this Agreement; 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.

9. The Surviving Corporation agrees that it may be served with process in the State of North Carolina and irrevocably appoints the Secretary of State of North Carolina as its agent to accept service of process in any proceeding based upon any cause of action against the Merging Corporation arising in the State of North Carolina prior to the Effective Date and in any proceeding for the enforcement of the right of a dissenting shareholder of the Merging Corporation against the Surviving Corporation.

10. Between the date of this Agreement and the Effective Date the Merging Corporation shall not issue or cause to be issued any additional shares of its capital stock of any class; and the number of shares of the capital

stock of any class of the Merging Corporation issued and outstanding on the Effective Date shall not exceed the number of such shares of such class issued and outstanding on the date of this Agreement.

11. This Agreement has been approved by the board of directors of each of the Constituent Corporations and shall be submitted for consideration and the requisite vote of the stockholders of the Merging Corporation at a meeting duly called for that purpose. This Agreement shall be certified by the secretary or any assistant secretary of Boise Cascade, under the seal thereof, that it 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 and without any vote of its stockholders; and that as of the date of such certificate the outstanding shares of Boise Cascade were such as to render said Section 251(f) applicable. This Agreement when duly adopted by the stockholders of the Merging Corporation, shall be certified by the secretary or any assistant secretary of the Merging Corporation, under the seal thereof, that it has been adopted by the stockholders of the Merging Corporation. This Agreement so adopted and certified by each of the Constituent Corporations shall then be signed by the president or any vice president and attested to by the secretary or any assistant secretary of each of the Constituent Corporations,

under the corporate seals thereof and acknowledged on behalf of each of the Constituent Corporations. This Agreement so adopted, certified, signed and acknowledged 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, and shall be filed for record in the office of the Secretary of State of North Carolina and recorded in the appropriate county or counties of North Carolina as required by the laws of that state; all in accordance with the applicable provisions of the statutes of both the State of Delaware and the State of North Carolina; and the officers of each of the Constituent Corporations shall execute all such other documents and shall take all such other further action as may be necessary to make this Agreement effective.

12. Notwithstanding the foregoing, this Agreement and the statutory merger herein contemplated may, at any time before the Effective Date, be terminated and abandoned pursuant to any agreement then in effect between the Constituent Corporations or among Boise Cascade and the stockholders of the Merging Corporation.

13. All notices and other communications provided for or required by this Agreement to be given by one party to another party shall be in writing and delivered personally or mailed by United States certified mail postage prepaid addressed as follows:

To the Surviving Corporation:

Boise Cascade Corporation  
P. O. Box 200  
Boise, Idaho 83701

Attention: Legal Department

To the Merging Corporation:

J. E. Elrod Lumber Company  
P. O. Box 5645  
Charlotte, North Carolina 28205

or to such other addresses or to the attention of such other persons as either party may by notice from time to time designate.

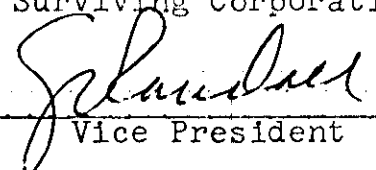
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Boise Cascade and the Merging Corporation and the respective corporate seals of the Constituent Corporations have been affixed hereto all as of the day and year first above written.

ATTEST:

  
Assistant Secretary

BOISE CASCADE CORPORATION  
(The Surviving Corporation)

By

  
Vice President

J. E. ELROD LUMBER COMPANY  
(The Merging Corporation)

ATTEST:

  
Secretary

By

  
President

### CERTIFICATE

I, John Morey Maurice, Assistant Secretary of Boise Cascade Corporation, (hereinafter referred to as "Surviving Corporation") a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary and under the seal of the Surviving Corporation, that the Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of the Surviving Corporation and having been signed on behalf of J. E. Elrod Lumber Company, a corporation of the State of North Carolina, was duly adopted pursuant to subsection (f) of section 251 of Title 8 of the Delaware Code of 1953, without any vote of the stockholders of the Surviving Corporation; and that the Agreement and Plan of Merger does not amend in any respect the certificate of incorporation of the Surviving Corporation, and each share of stock of the Surviving Corporation outstanding immediately prior to the merger becoming effective shall remain outstanding immediately after the merger as an identical share of the Surviving Corporation, and either no shares of common stock of the Surviving Corporation and no shares, securities or obligations convertible into such stock are to be issued or delivered under the Agreement and Plan of Merger, or the authorized unissued shares or the treasury shares of common stock of the Surviving Corporation

to be issued or delivered under the Agreement and Plan of Merger do not exceed 20 percent of the shares of common stock of the Surviving Corporation outstanding immediately prior to the effective date of the merger; and that the outstanding shares of the Surviving Corporation were such as to render subsection (f) of section 251 of Title 8 of the Delaware Code of 1953 applicable; and that the Agreement and Plan of Merger was thereby adopted by action of the board of directors of the Surviving Corporation, and is the duly adopted agreement and act of the said corporation.

WITNESS my hand and the seal of said Boise Cascade Corporation on this 15<sup>th</sup> day of January, 1971.

  
Assistant Secretary

(CORPORATE SEAL)

THE ABOVE AGREEMENT AND PLAN 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 and the Business Corporation Act of the State of North Carolina, the president or a vice president of each corporate party thereto does now hereby execute the said Agreement and Plan of

Merger and the secretary or an assistant secretary of each corporate party thereto does now hereby attest the said Agreement and Plan of Merger under the corporate seals of their respective corporations, by authority of the board of directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 15<sup>th</sup> day of January, 1971.

BOISE CASCADE CORPORATION

*G. Lauda*  
Vice President

(CORPORATE SEAL)

ATTEST:

*L. Lawrence*  
Assistant Secretary

J. E. ELROD LUMBER COMPANY

*Stanley R. Elrod*  
President

(CORPORATE SEAL)

ATTEST:

*Laurel E. Elrod*  
Secretary

STATE OF IDAHO       )  
                              ) ss.  
County of Ada        )

BE IT REMEMBERED that on this 15<sup>th</sup> day of January,

1971, personally came before me, a Notary Public in and for the County and State aforesaid, G. C. RANDALL a Vice President of Boise Cascade Corporation, a corporation of the State of Delaware, and he duly executed said Agreement and Plan of Merger before me and acknowledge the said Agreement and Plan of Merger to be his act and deed and the act and deed of said corporation and the facts stated therein are true; and that the seal affixed to said Agreement and Plan of Merger and attested by JOHN MOREY MAURICE, an Assistant Secretary of said corporation, is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

NOTARIAL SEAL  
(SEAL)

Sign Treat  
Notary Public  
My Commission Expires: 8-12-73

STATE OF North Carolina )  
COUNTY OF Mecklenburg ) ss.

BE IT REMEMBERED that on this 15th day of January, 1971, personally came before me, a Notary Public in and for the County and State aforesaid, Henry D. Elrod, a President of J. E. Elrod Lumber Company, a corporation of the State of North Carolina, and he duly executed said Agreement and Plan of Merger before me and acknowledged the said Agreement and Plan of Merger to be his act and deed and

the act and deed of said corporation and the facts stated therein are true; and that the seal affixed to said Agreement and Plan of Merger and attested by Laurel H. Ebbel  
\_\_\_\_\_, \_\_\_\_\_ Secretary of said corporation, is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

**NOTARIAL SEAL**  
(SEAL)

William A. Champ  
Notary Public  
My Commission Expires: Dec. 14, 1975